**APPLICABLE STATES:**

CenturyLinkagrees to offer, and Customer intends to purchase Wholesale Analog Loop (“WAL”) in the states marked with an “X” as indicated below.

|  |
| --- |
| **State** |
| **Alabama**    CT |
| **Arkansas**    CT |
| **Arizona**    Q |
| **Colorado**    CT    Q |
| **Florida**    EQ |
| **Georgia**    CT |
| **Idaho**    CT    Q |
| **Illinois**    CT |
| **Indiana**    CT    EQ |
| **Iowa**    CT    Q |
| **Kansas**    EQ |
| **Louisiana**    CT |
| **Michigan**    CT |
| **Minnesota**    CT    EQ    Q |
| **Mississippi**    CT |
| **Missouri**    CT    EQ |
| **Montana**    CT    Q |
| **Nebraska**    EQ    Q |
| **Nevada**    CT    EQ |
| **New Jersey**    EQ |
| **New Mexico**    CT    Q |
| **North Carolina**    CT    EQ |
| **North Dakota**    Q |
| **Ohio**    CT    EQ |
| **Oklahoma**    CT |
| **Oregon**    CT    EQ    Q |
| **Pennsylvania**    EQ |
| **South Carolina**    EQ |
| **South Dakota**    Q |
| **Tennessee**    CT    EQ |
| **Texas**    CT    EQ |
| **Utah**    Q |
| **Virginia**    EQ |
| **Washington**    CT    EQ    Q |
| **Wisconsin**    CT |
| **Wyoming**    CT    EQ    Q |

**Applicability**. This Service Schedule (including Attachment 1 and Attachment 2, attached and incorporated into this Schedule) is applicable only when Customer orders Wholesale Analog Loop and related offerings Services (“Service”) and incorporates the terms of the Forbearance Master Services Agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Services may only be procured from the entities listed in Exhibit 1.

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

**2.**. **Network Security. Customer Information.**

**2.1** **Network Security**

2.1.1 Each party will exercise the same degree of care to prevent harm or damage to the other party and any third parties, its employees, agents or End Users, or their property as it employs to protect its own employees, agents, End Users and property, but in no case less than a commercially reasonable degree of care.

2.1.2 Each party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions for any and all use of the Services by End Users. Specifically, no employee, agent or representative will monitor any circuits except as required to repair or provide Service of any End User at any time. Nor will an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Customer is responsible for covering its employees on such security requirements and penalties.

2.1.3 The parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The parties are responsible for their employees with respect to such security requirements and penalties.

2.1.4 CenturyLink is not liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities (‘Unauthorized Use”), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by Customer of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity or such activity is the result of CenturyLink’s willful misconduct.

**2.2 Customer Information**. Customer will work with CenturyLink in good faith to promptly complete or update required new customer information about Customer as applicable, (e.g., CenturyLink’s “Commercial Customer Questionnaire”) to the extent that Customer has not already done so, and Customer will hold CenturyLink harmless for any damages to or claims from Customer caused by Customer’s failure to promptly complete or update such questionnaire.

**3.0 End User Notices.** If CenturyLink terminates Service to Customer for any of the reasons delineated in this Agreement, Customer will provide any and all notices required under applicable law to its End Users. In no event will CenturyLink be responsible to provide any notice of a termination of this Agreement to Customer’s End Users.

**ATTACHMENT 1- DEFINITIONS**

"Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

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

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

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

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

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

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

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

"Commingle" means the act of Commingling.

"Current Service Provider" means the party from which an End User is planning to switch its local Exchange Service or the party from which an End User is planning to port its telephone number(s).

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

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

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

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

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

"FCC" means the Federal Communications Commission.

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

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

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

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

"Miscellaneous Charges" mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges are contained in or referenced in the Rate Sheet or the applicable Tariff.

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

"Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User premises wiring to CenturyLink's distribution plant, such as a cross connect device used for that purpose.

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

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

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

"Premises" refers to CenturyLink's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

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

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

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

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

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

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

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

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

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

**ATTACHMENT 2**

**1.0 General Rules**

1.0.1 Wholesale Analog Loop (“WAL”) will only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by Customer for its own administrative use.

1.0.2 Customer may not access WAL for the exclusive provision of Mobile Wireless Services or Interexchange Services.

1.0.3 If Customer accesses and uses a WAL consistently with Section 1.1, Customer may provide any Telecommunications Services over the same WAL.

1.0.4 Customer may Commingle WAL and combinations of WAL with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request CenturyLink to perform the necessary functions to provision such Commingling. Customer will be required to provide the CFA (“Connecting Facility Assignment”) of Customer's network demarcation (e.g., Collocation or multiplexing facilities) for each WAL, or wholesale service when requesting CenturyLink to perform the Commingling of such services. CenturyLink will not deny access to a WAL on the grounds that the WAL or WAL Combination shares part of CenturyLink's network with access services.

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

1.0.4.2 CenturyLink will not combine or Commingle services or Network Elements that are offered by CenturyLink solely pursuant to Section 271 of the Communications Act of 1934, as amended, with WAL or combinations of WAL.

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

1.0.4.3.1 Entrance Facilities and mid-span meet Signaling Point of Interconnection (“SPOI”) are not available for Commingling.

1.1 For the period of time CenturyLink provides access to Customer to a WAL, Customer will have exclusive use of the Network Element.

1.1.1 If facilities are not available, CenturyLink is not obligated to build WAL, but it may consider Customer’s written request to build WAL at CenturyLink’s sole discretion.

1.1.1.1 Upon receipt of an LSR, CenturyLink will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, Customer will not receive an additional Firm Order Confirmation (“FOC”), and the order Due Date will not be changed.

1.1.1.2 If cable capacity is available, CenturyLink will complete incremental facility work (i.e., conditioning, place a drop, add a NID, and other routine network modifications as described below) in order to complete facilities to the End User’s Premises.

1.1.1.2.1 CenturyLink will make all routine network modifications to a WAL and transport facilities used by Customer where the requested WAL or transport facility has already been constructed. CenturyLink will perform these routine network modifications to WAL or transport facilities in a non-discriminatory fashion, without regard to whether the WAL or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any Carrier.

1.1.1.3 During the normal assignment process, if no available facilities are identified for the WAL requested, CenturyLink will send Customer a rejection notice canceling the LSR.

1.2 CenturyLink will provide a connection between WAL and a Demarcation Point. Such connection is an Interconnection Tie Pair (“ITP”). An ITP is required for each WAL or ancillary service delivered to Customer. The ITP provides the connection between WAL and the Interconnection Distribution Frame (“ICDF’) or other Central Office Demarcation Point. The ITP is ordered in conjunction with a WAL. The charges for the ITP are contained in Rate Sheet(s). The ITP may be ordered per termination. The Demarcation Point will be:

a) at Customer-provided Cross Connection equipment located in Customer's Virtual or Physical Collocation Space as those terms are defined in the Tarff and Product Catalog (“PCAT”), which is located on the CenturyLink web site; or

b) if Customer elects to use ICDF Collocation, at the ICDF; or

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

d) if Customer elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

e) at another Central Office Demarcation Point mutually agreed to by the parties.

1.3 Charges, if any, for testing pursuant to this paragraph are contained in the Rate Sheet for this Schedule. When elements are provisioned by CenturyLink on an individual element basis or in combination:

a) CenturyLink will perform testing necessary or reasonably requested by Customer to determine the WAL or combination is capable of meeting the technical parameters established.

b) CenturyLink will repair and maintain such element or combination to ensure that WAL continues to meet the technical parameters. Customer is responsible for the end–to-end transmission and circuit functionality testing for WAL Combinations created by Customer.

c) CenturyLink will cooperate with Customer in any testing CenturyLink agrees is necessary or reasonably requested by Customer to assist in determining end-to-end transmission and circuit functionality of such WAL or combination.

1.4 Installation intervals for WAL are contained in the Service Interval Guide on CenturyLink’s Wholesale website (“SIG”) for QC and are available upon request from the other Local Exchange Carriers..

1.5 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT.

1.6 In order to maintain and modernize the network properly, CenturyLink may make necessary modifications and changes to the WAL in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in WAL transmission parameters that are within transmission limits of the WAL ordered by Customer. Changes that affect network Interoperability (changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation) require advance notice pursuant to the Notices Section of the Agreement.

1.7 Recurring and nonrecurring charges apply for WAL, as provided under "Rate Elements" subsections of Section 2.1.

1.8 Miscellaneous Charges apply for miscellaneous services listed below in this Section if such miscellaneous services are available with WAL as provided under "Rate Elements" subsections of this Section 2.1. When more than one miscellaneous service is requested for the same WAL, Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during CenturyLink's regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.

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

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

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

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

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

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

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

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

i) Expedite – a Due Date that reflects a shorter service interval than is available in the SIG; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by Customer. CenturyLink will accommodate Customer's request for an expedited installation if it can do so without delaying Due Dates or orders of other Customers or End Users. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are specified in the Rate Sheet(s). When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Customer will request an expedite for designed WAL, including an expedited Due Date, on the LSR. The request for an expedite will be allowed only when resources are available, and the request meets the criteria outlined in the Pre-Approved Expedite Process in the PCAT.

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

### 2.0 Description

### The WAL includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning.

2.0.1 Loop Demarcation Point – For purposes of this Section, Loop Demarcation Point is the point where CenturyLink owned or controlled facilities cease, and Customer, End User, owner or landlord ownership of facilities begins.

2.0.2 CenturyLink will provide Customer, WALs (unbundled from local switching and transport) of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End Users pursuant to the terms of this Schedule and Agreement.

2.0.3 Analog (Voice Grade) Loops. Analog (voice grade) Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, Customer must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

2.0.3.1 If CenturyLink uses Integrated Digital Loop Carrier (“IDLC”) systems to provide the Loop, CenturyLink will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (“LST”), to permit Customer to obtain a contiguous copper Loop. If a LST is not available, CenturyLink may also seek alternatives such as Integrated Network Access, hair pinning, or placement of a Central Office terminal, to permit Customer to obtain an Loop. If no such facilities are available, CenturyLink will make every feasible effort to provision Loops over the IDLC in order to provide the Loop for Customer.

2.0.3.1.1 In areas where CenturyLink has deployed amounts of IDLC that are sufficient to cause reasonable concern about Customer’s ability to provide service through available copper facilities on a broad scale, Customer will have the ability to gain access to CenturyLink information sufficient to provide Customer with a reasonably complete identification of such available copper facilities. CenturyLink will be entitled to mediate access in a manner reasonably related to the need to protect Confidential or proprietary Information. Customer will be responsible for CenturyLink’s incremental costs to provide such information or access mediation.

2.0.3.2 If there are state service quality rules in effect at the time Customer requests a WAL, CenturyLink will provide a WAL that meets the state technical standards. If necessary to meet the state standards, CenturyLink will, at no cost to Customer, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

2.0.4 Loop Qualification Tools. CenturyLink offers Loop Qualification Tools as described in the Loop Qualification Job Aid. These and any future Loop qualification tools CenturyLink develops will provide Customer access to Loop qualification information in a nondiscriminatory manner and will provide Customer the same Loop qualification information available to CenturyLink.

2.0.4.1 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if Customer identifies any inaccuracy in the information returned from the Loop qualification tools, and provides CenturyLink with the basis for Customer's belief that the information is inaccurate, then Customer may request, and CenturyLink will perform a manual search of the company's records, back office systems and databases where Loop information resides. CenturyLink will provide Customer, via email, the Loop information identified during the manual search within 48 hours of CenturyLink's receipt of Customer's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Terminals or digital loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, CenturyLink will load the information into the Loop Facilities Assignment and Control System database, which will populate this Loop information into the fields in the Loop qualification tools.

2.0.4.2 Upon Customer request, CenturyLink will provide Customer with the results that exist in the trouble ticket database of any mechanized loop test CenturyLink may have previously conducted in the provisioning of the WAL. If the requested information exists, CenturyLink will provide this information to Customer via email within 48 hours of CenturyLink's receipt of Customer's request for this information.

2.0.5 Provisioning. Charges for Provisioning vary depending on the type of Loop requested. Rates are contained in the Rate Sheet(s). Testing parameters are described below and in CenturyLink Technical Publication 77384, CenturyLink Interconnection Service – Unbundled Loop.

2.0.5.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, CenturyLink will call Customer to notify Customer that the CenturyLink work has been completed.

2.0.5.1.1 For an existing End User, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (“COT”) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Customer. There is no associated circuit testing performed.

2.0.5.1.2 For new End User service, the Basic Installation option involves the COT and Network Technician (NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to Customer.

2.0.6 If there is a conflict between an End User (or its respective agent) and Customer regarding the disconnection or Provisioning of WAL, CenturyLink will advise the End User to contact Customer, and CenturyLink will initiate contact with Customer.

2.0.7 Facilities and lines CenturyLink furnishes on Customer's End User Premises up to and including the LDP are the property of CenturyLink. CenturyLink will have reasonable access to all such facilities for network management purposes. CenturyLink will coordinate entry dates and times with appropriate Customer personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. Customer will not inhibit CenturyLink's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the WAL service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of CenturyLink's property in that facility.

2.0.8 Reuse of Loop Facilities

2.0.8.1 When an End User contacts CenturyLink with a request to convert their local service from Customer to CenturyLink, CenturyLink will notify Customer of the loss of the End User and will disconnect the Loop CenturyLink provided to Customer.

2.0.8.2 When Customer contacts CenturyLink with a request to convert an End User from their Current Service Provider to Customer, Customer is responsible for notifying the Current Service Provider of the conversion. CenturyLink will disconnect the Loop CenturyLink provided the Current Service Provider and, at Customer's request, where technically compatible, will reuse the Loop for the service requested by Customer (e.g., resale service).

2.0.8.3 When Customer contacts CenturyLink with a request to convert an End User from CenturyLink to Customer, at Customer request, CenturyLink will reuse the existing Loop facilities for the service requested by Customer to the extent those facilities are technically compatible with the service to be provided. Upon Customer request, CenturyLink will condition the existing Loop in accordance with the rates set forth in the Rate Sheet(s).

### 2.1 Rate Elements

The recurring and nonrecurring rates for WAL are set forth in the Rate Sheet(s). Recurring charges vary based on Customer selected installation options, conditioning, and extension technology. Rate Sheet(s) also cover(s) Miscellaneous Charges.

### 2.2 Ordering Process

2.2.1 WAL is ordered via an LSR. Ordering processes are contained in the OSS Section of CenturyLink’s Wholesale website.

2.2.2 Installation intervals start when CenturyLink receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

2.2.2.1 When Customer places an order for a WAL with CenturyLink that is complete and accurate, CenturyLink will reply to Customer with a Firm Order Confirmation within the time specified in the SIG. The Firm Order Confirmation will contain the Due Date that specifies the date on which CenturyLink will provision the Loop. CenturyLink will implement adequate processes and procedures to assure the accuracy of the commitment date. If CenturyLink must make changes to the commitment date, CenturyLink will promptly issue a jeopardy notification to Customer that will clearly state the reason for the change in commitment date. CenturyLink will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

2.2.3 Installation intervals for WAL apply when CenturyLink has facilities or network capacity available.

2.2.4 When ordering WAL, Customer is responsible for obtaining or providing facilities and equipment that are compatible with the service Customer seeks to provide.

2.2.5 Out of Hours Coordinated Installations

2.2.5.1 For purposes of this Section, CenturyLink's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Customer may request an out of hours Coordinated Installation outside of CenturyLink's standard installation hours. Installations requested outside of standard installation hours are considered to be out of hours Installations.

2.2.5.2 To request out of hours Coordinated Installations, Customer will submit an LSR designating the desired appointment time. Customer must specify an out of hours Coordinated Installation in the "remarks" section of the LSR.

2.2.5.3 The date and time for out of hours Coordinated Installations may need to be negotiated between CenturyLink and Customer because of system downtime, Switch upgrades, Switch maintenance, and Switch contention.

### 2.3 Maintenance and Repair

2.3.1 Customer is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Customer will perform trouble isolation on the WAL and any associated ancillary services prior to reporting trouble to CenturyLink. Customer will have access for testing purposes at the NID or Loop Demarcation Point. CenturyLink will work cooperatively with Customer to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and Customer will report trouble isolation test results to the other. For WAL, each party will be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 2.3.2 and 2.3.3.

2.3.2 When Customer requests that CenturyLink perform trouble isolation with Customer, a Maintenance of Service charge applies if the trouble is found to be on Customer's side or on the End User’s side of the Loop Demarcation Point. If the trouble is on the End User’s side of the Loop Demarcation Point, Customer is required to perform its own maintenance.

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

2.4.4 CenturyLink will maintain detailed records of trouble reports of Customer-ordered WAL, comparing Customer provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. CenturyLink will conduct a quarterly root cause analysis of problems associated with Loops provided to Customer by CenturyLink. Based on this analysis, CenturyLink will take corrective measure to fix persistent and recurrent problems, reporting to Customer on the analysis and the process changes that are instituted implemented to fix the problems.

2.4.5 CenturyLink will allow access to the NID (if available) for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that CenturyLink chooses not to allow such access, it will waive any trouble isolation charges that may otherwise be applicable.

**Exhibit 1**

**Legacy CenturyLink Legal Entity List**

| **ENTITY LIST (By State)** |
| --- |
| **ALABAMA** |
| CenturyTel of Alabama, LLC d/b/a CenturyLink |
| **ARIZONA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **ARKANSAS** |
| CenturyLink of Louisiana, LLC |
| CenturyTel of Arkansas, Inc. d/b/a CenturyLink |
| CenturyTel of Central Arkansas, LLC d/b/a CenturyLink |
| CenturyTel of Missouri, LLC d/b/a CenturyLink |
| CenturyTel of Mountain Home, Inc. d/b/a CenturyLink |
| CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink |
| CenturyTel of Redfield, Inc. d/b/a CenturyLink |
| CenturyTel of South Arkansas, Inc. d/b/a CenturyLink |
| **COLORADO** |
| CenturyTel of Colorado, Inc. d/b/a CenturyLink |
| CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado) |
| El Paso County Telephone Company d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **FLORIDA** |
| Embarq Florida, Inc. d/b/a CenturyLink |
| **GEORGIA** |
| Coastal Utilities, Inc. d/b/a CenturyLink |
| **IDAHO** |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| CenturyTel of Idaho, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **ILLINOIS** |
| Gallatin River Communications L.L.C. d/b/a CenturyLink GRC |
| **INDIANA** |
| CenturyTel of Central Indiana, Inc. d/b/a CenturyLink |
| CenturyTel of Odon, Inc. d/b/a CenturyLink |
| United Telephone Company of Indiana, Inc. d/b/a CenturyLink |
| **IOWA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Postville, Inc. d/b/a CenturyLink |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **KANSAS** |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| United Telephone Company of Eastern Kansas d/b/a CenturyLink |
| United Telephone Company of Kansas d/b/a CenturyLink |
| United Telephone Company of Southcentral Kansas d/b/a CenturyLink |
| **LOUISIANA** |
| CenturyLink of Louisiana, LLC |
| CenturyTel of South Arkansas, Inc. d/b/a CenturyLink |
| **MICHIGAN** |
| CenturyTel Midwest – Michigan, Inc. d/b/a CenturyLink |
| CenturyTel of Michigan, Inc. d/b/a CenturyLink |
| CenturyTel of Northern Michigan, Inc. d/b/a CenturyLink |
| CenturyTel of Upper Michigan, Inc. d/b/a CenturyLink |
| **MINNESOTA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Minnesota, Inc. d/b/a CenturyLink |
| CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink |
| Embarq Minnesota, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **MISSISSIPPI** |
| CenturyTel of Adamsville, Inc. d/b/a CenturyLink |
| CenturyTel of North Mississippi, Inc. d/b/a CenturyLink |
| **MISSOURI** |
| CenturyTel of Missouri, LLC d/b/a CenturyLink |
| CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| Spectra Communications Group, LLC d/b/a CenturyLink |
| **MONTANA** |
| CenturyTel of Montana, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **NEBRASKA** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink |
| **NEVADA** |
| Central Telephone Company d/b/a CenturyLink |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| **NEW JERSEY** |
| United Telephone Company of New Jersey, Inc. d/b/a CenturyLink |
| **NEW MEXICO** |
| CenturyTel of the Southwest, Inc. |
| Qwest Corporation |
| **NORTH CAROLINA** |
| Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink |
| Central Telephone Company d/b/a CenturyLink |
| Mebtel, Inc. d/b/a CenturyLink |
| **NORTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **OHIO** |
| CenturyTel of Ohio, Inc. d/b/a CenturyLink |
| United Telephone Company of Indiana, Inc. d/b/a CenturyLink |
| United Telephone Company of Ohio d/b/a CenturyLink |
| **OKLAHOMA** |
| CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink |
| **OREGON** |
| CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink |
| CenturyTel of Oregon, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **PENNSYLVANIA** |
| The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink |

| **ENTITY LIST (By State)** |
| --- |
| **SOUTH CAROLINA** |
| United Telephone Company of the Carolinas LLC d/b/a CenturyLink |
| **SOUTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **TENNESSEE** |
| CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville |
| CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne |
| CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale |
| United Telephone Southeast LLC d/b/a CenturyLink |
| **TEXAS** |
| Central Telephone Company of Texas d/b/a CenturyLink |
| CenturyLink of Louisiana LLC (f/k/a CenturyTel of Northwest Louisiana, Inc. d/b/a CenturyLink) |
| CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink |
| CenturyTel of Port Aransas, Inc. d/b/a CenturyLink |
| CenturyTel of San Marcos, Inc. d/b/a CenturyLink |
| United Telephone Company of Texas, Inc. d/b/a CenturyLink |
| **UTAH** |
| Qwest Corporation d/b/a CenturyLink QC |
| **VIRGINIA** |
| Central Telephone Company of Virginia d/b/a CenturyLink |
| United Telephone Southeast LLC d/b/a CenturyLink |
| **WASHINGTON** |
| CenturyTel of Cowiche, Inc. d/b/a CenturyLink |
| CenturyTel of Inter Island, Inc. d/b/a CenturyLink |
| CenturyTel of Washington, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **WISCONSIN** |
| CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink |
| CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink |
| CenturyTel of Forestville, LLC d/b/a CenturyLink |
| CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink |
| CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink |
| CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink |
| CenturyTel of Monroe County, LLC d/b/a CenturyLink |
| CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink |
| CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink |
| CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink |
| CenturyTel of Wisconsin, LLC d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| Telephone USA of Wisconsin, LLC d/b/a CenturyLink |
| **WYOMING** |
| CenturyTel of Wyoming, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink of the West |