



February 21, 2017

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

**Re: Interconnection, Collocation and Resale Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.**

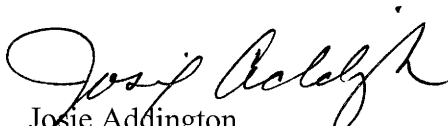
Dear Ms. Osborne:

Enclosed for filing is an original and a copy of the Joint Petition for Approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone and Central Telephone Company d/b/a CenturyLink for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed are the Draft Notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877; and a check in the amount of \$200 to cover the filing fee.

If you have any questions, please contact me at (206) 733-5236. Thank you for your assistance.

Very truly yours,

  
Josie Addington  
Legal Assistant III

Enclosures

1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191  
(206) 733-5236  
Josie.addington@centurylink.com

## **CERTIFICATE OF SERVICE**

I hereby certify that I have on this 21<sup>st</sup> day of February 2017, served a copy of the Certificate of Service for the ***Joint Petition for Approval of the Interconnection, Collocation and Resale Agreement*** for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone upon all parties:

### **Via UPS Overnight Delivery:**

Ms. Trisha Osborne (original)  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

**I hereby certify that I have this day served the foregoing documents upon the following parties by either postage pre-paid U.S. Mail or electronic mail to:**

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**I hereby certify that I have this day served the *Document Available Notice* by electronic transmission or postage pre-paid U.S. Mail to an acceptable location to the list established pursuant to NAC 703.296:**

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Steve Tackes  
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Carson City, Nevada 89703  
[stackes@kcnvlaw.com](mailto:stackes@kcnvlaw.com)

**I hereby certify the foregoing documents are being made available for inspection at the following websites:**

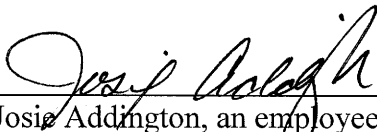
<http://puc.nv.gov/>; and

[http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

**The foregoing documents are available in electronic format or paper format by sending a request to:**

Paper: Josie Addington  
CenturyLink  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191

Electronic: [Josie.addington@centurylink.com](mailto:Josie.addington@centurylink.com)

  
\_\_\_\_\_  
Josie Addington, an employee of Central  
Telephone Company d/b/a CenturyLink

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re Joint Petition of Central Telephone  
Company d/b/a CenturyLink and Comcast Phone  
of Nevada, LLC d/b/a Comcast Digital Phone for  
approval of the Interconnection, Collocation and  
Resale Agreement for the State of Nevada  
Pursuant to Section 252 of the  
Telecommunications Act of 1996.

Docket No. \_\_\_\_\_

**JOINT PETITION FOR APPROVAL OF RESALE AGREEMENT FOR THE STATE OF NEVADA  
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto as Attachment A (the "Agreement").

The Parties submit the Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Agreement set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Agreement. With respect to Section 252(e) (2) of the Act, the Parties assert that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement. The implementation of the Agreement is consistent with the public interest, convenience, and necessity. The Agreement does not violate any requirement of the Commission.

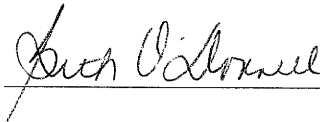
The Parties respectfully request that the Commission expeditiously approve the Agreement consistent with the intent of the Act.

Dated this 17<sup>th</sup> day of February, 2017

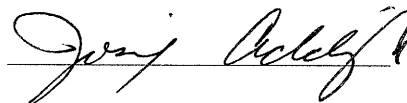
**Comcast Phone of Nevada, LLC  
d/b/a Comcast Digital Phone**

**Central Telephone Company  
d/b/a CenturyLink**

By: \_\_\_\_\_



By: \_\_\_\_\_



# Attachment A



**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF NEVADA**

**2016**

***Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone***

***and***

***Central Telephone Company d/b/a CenturyLink***

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## **INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

This Interconnection Agreement is entered into by and between and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone (CLEC), a Delaware Limited Liability Company, in its capacity as certified providers of local wireline Telecommunications Service and Central Telephone Company d/b/a CenturyLink (CenturyLink). 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 Nevada and only in areas which both Parties are certificated.

WHEREAS, pursuant to Section 251 of the Telecommunications Act, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for use in providing services to others, and CenturyLink is willing to provide these services; and

WHEREAS, CLEC wishes to purchase unbundled Network Elements, ancillary services and functions and additional features for the provision of Telecommunications Services to others, and CenturyLink is willing to provide unbundled Network Elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior Section 251 interconnection agreements, written and oral, applicable to the state of Nevada.

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

## PART A – DEFINITIONS

### 1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. **“911 Service or 911”** 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.
- 1.3. **“911 Service Provider or E911 Service Provider”** is a service provider that furnishes systems and support necessary to enable 9-1-1 calling for one or more PSAPs in a specific geographic area.
- 1.4. **“911 Trunk”**: A trunk capable of transmitting a 9-1-1 dialed call from an End Office to the Selective Router, and used for the single purpose of transmission of 9-1-1 calls in accordance with applicable NENA Standards.
- 1.5. **“Access Services”** refers to interstate and intrastate switched access and private line transport services.
- 1.6. **Access Service Request (“ASR”)** means access service request.
- 1.7. **“Act”** means the Communications Act of 1934, as amended.
- 1.8. **“ACTL”** means Access Customer Terminal Location as defined by Telcordia.
- 1.9. **“Affiliate”** is as defined in Section 3 (1) of the Act.
- 1.10. **“Augment”** refers to a modification (increase/addition or decrease/reduction) to an existing Collocation Arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the Collocation Arrangement.
- 1.11. **“Automatic Location Identification” (“ALI”)** means a record that includes the subscriber’s name (identified by ANI), street address, emergency service number and other predetermined information associated with the E-911 caller’s telephone number, which can be forwarded to the PSAP for display.
- 1.12. **“Automated Message Accounting” (“AMA”)** is 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 as GR-1100-CORE which defines the industry standard for message recording.
- 1.13. **“ALI Database”**- A database which stores information associated with End User customers’ telephone numbers or shell records.
- 1.14. **“Automatic Number Identification” (“ANI”)** means a telephone number associated with the access line from which the call originates, used for selective routing and for display at a PSAP to identify the caller. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.
- 1.15. **“Building”** shall have the same meaning as Central Office Building.
- 1.16. **“Busy Line Verify/Busy Line Verify Interrupt” (“BLV/BLVI”)** means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber’s telephone line.

- 1.17. **"Business Day(s)"** means the days of the week excluding Saturdays, Sundays, and all CenturyLink holidays.
- 1.18. **"Business Line"** is a CenturyLink-owned switched access line used to serve a business customer, whether by CenturyLink or by a competitive LEC that leases the line from CenturyLink. The number of Business Lines in a Wire Center shall equal the sum of all CenturyLink business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting end user customers with CenturyLink End-Offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "Business Lines."
- 1.19. **"Cable Vault"** shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.20. **"Carrier Access Billing System"** ("CABS") The system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia, and contains the recommended guidelines for the billing of access and other connectivity services by carriers.
- 1.21. **"Central Office Building"** or **"Building"** shall mean a 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.
- 1.22. **"Central Office Switches"** - are switching facilities or equivalent functionality within the public switched telecommunications network, including, but not limited to:
  - 1.22.1. **"End Office Switches"** or "End Offices" are switches or equivalent functionality from which end user Telephone Exchange Services are directly connected and offered.
  - 1.22.2. **"Tandem Switches"** are switches or equivalent functionality that are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.22.3. **"Remote Switches"** are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or Control Office.
- 1.23. **"Centrex"** means 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.
- 1.24. **"CLASS/LASS"** (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features may include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.25. **"CLLI Code"** means common language location identifier code, as defined by Telcordia.
- 1.26. **"Collocation Arrangement"** refers to a single, specific provision of collocation in a particular Premises, including but not limited to a cage enclosing CLEC's equipment within the Premises.
- 1.27. **"Collocation Space"** shall mean an area of space located in a Building to be used by CLEC to house telecommunications equipment that is necessary for interconnection or access to UNEs. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.28. **"Commingle"** means the act of Commingling.

- 1.29. **"Commingling"** means the connecting, attaching, or otherwise linking of an unbundled Network Element, or a combination of unbundled Network Elements, to one or more facilities or services that 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.
- 1.30. **"Commission"** means the Public Utilities Commission of Nevada.
- 1.31. **"Common Channel Signaling" ("CCS")** is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.32. **"Common Transport"** provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in CenturyLink's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.33. **"Confidential and/or Proprietary Information"** has the meaning set forth in Section 15.
- 1.34. **"Controlled Environment Vault" ("CEV")** shall mean a below ground room other than a Central Office Building which is controlled by CenturyLink and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.35. **"Control Office"** is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.36. **"Copper Loop"** is a stand-alone local loop comprised entirely of copper wire or 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. The Copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.37. **Intentionally Left Blank.**
- 1.38. **"Customer Proprietary Network Information" ("CPNI")** is as defined in the Act.
- 1.39. **"Database Management System" ("DBMS")** means 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.
- 1.40. **"Day"** means calendar day unless otherwise specified.
- 1.41. **"Dedicated Transport"** is a UNE transmission path between CenturyLink Wire Centers or Switches including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.42. **"Digital Subscriber Line Access Multiplexer" ("DSLAM")** is equipment that links end user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.43. **"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 traffic and Exchange Access traffic, or both.
- 1.44. **"Directory Assistance Database"** refers to any subscriber record used by CenturyLink in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.45. **"Directory Assistance Services"** provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

- 1.46. **“DS1 Loop”** is a digital Local Loop having a total digital signal speed of 1.544 Mbps. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.47. **“DS3 Loop”** is a digital Local Loop having a total digital signal speed of 44.736 Mbps.
- 1.48. Intentionally Left Blank.
- 1.49. **“Duct”** is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.50. **“Dynamic 911”** refers to 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.
- 1.51. **“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.
- 1.52. **“E-911”** or **“Enhanced 911 Service”** or **“E911 Service”** means a telephone system which includes network switching, data base and PSAP premise elements capable of providing ALI data, selective routing, selective transfer, fixed transfer, and a call back number
- 1.53. **Intentionally Left Blank.**
- 1.54. **“Electronic Interface”** means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.55. **“Emergency Services”** means Law enforcement, fire, ambulance, rescue, and medical services.
- 1.56. **“Emergency Service Number”** (“ESN”) is a number that represents a unique combination of Emergency Services in one or more ESZs.
- 1.57. **“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.
- 1.58. **“Emergency Service Zone (ESZ)”**: A geographical area that represents a unique combination of Emergency Services that are within a PSAP jurisdiction.
- 1.59. **“Enhanced Extended Link”** (“EEL”) for purposes of this Agreement refers to the combination of unbundled Network Elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the CenturyLink Network.
- 1.60. **“Exchange Access”**: The offering of access to Telephone Exchange Service or facilities for the purpose of the origination or termination of telephone toll services, as provided in 47 U.S.C. §153.
- 1.61. **“Exchange Message Interface System”** (“EMI”) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).
- 1.62. Intentionally Left Blank.
- 1.63. **“Enhanced 911 Service”** (“E911”) means a telephone communication service which will automatically route a call dialed “9-1-1” to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

- 1.64. **"FCC"** means the Federal Communications Commission.
- 1.65. **"Fiber-based Collocator"** means any carrier, unaffiliated with CenturyLink, that maintains a Collocation Arrangement in CenturyLink's wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation Arrangement within the Wire Center; (2) leaves CenturyLink's Wire Center premises; and (3) is owned by a party other than CenturyLink or any affiliate of CenturyLink, except as set forth in this definition. Dark fiber obtained from CenturyLink on an indefeasible right of use basis shall be treated as non-CenturyLink fiber-optic cable. Two or more Affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this definition, the term Affiliate is defined by 47 USC §153(1) and any relevant interpretation in the Act.
- 1.66. **"Fiber-to-the-curb Loop" ("FTTC Loop")** means 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 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.
- 1.67. **"Fiber-to-the-home Loop" ("FTTH Loop")** means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user's customer premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' MPOE.
- 1.68. **Intentionally left blank.**
- 1.69. **Intentionally left blank.**
- 1.70. **"Grandfathered Service"** means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.71. **Intentionally left blank.**
- 1.72. **"Hybrid Loop"** means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.73. **"Incumbent Local Exchange Carrier" ("ILEC")** is as defined in Section 251(h) of the Act.
- 1.74. **"Information Services"** shall have the meaning defined in 47 CFR §51.5.
- 1.75. **Intentionally left blank.**
- 1.76. **Intentionally left blank.**
- 1.77. **"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).
- 1.78. **"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 251(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.

- 1.79. **“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 traffic and Exchange Access traffic, or both, subject to the trunking requirements and other terms and provisions of this Agreement. An Interconnection Facility shall include, without limitation, a Local Interconnection Entrance Facility and/or Direct Trunked Transport and Multiplexing.
- 1.80. **“Interexchange Carrier” (“IXC”)** means a provider of interexchange Telecommunications Services.
- 1.81. **“Interexchange Service”** shall mean telecommunications service between stations in different exchange areas.
- 1.82. **“IntraLATA Toll VoIP-PSTN Traffic”** is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink Local Calling Areas, but within the same Local Access and Transport Area. IntraLATA Toll VoIP-PSTN Traffic shall be considered IntraLATA toll traffic as such term is used in the Agreement.
- 1.83. **“ISP-Bound Traffic,”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC’s *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the “ISP Compensation Order”).
- 1.84. **“Inner Duct”** or “Conduit” shall mean any passage or opening in, on, under, over or through the CenturyLink Central Office Building cable or conduit systems.
- 1.85. **“Line Information Data Base” (“LIDB”)** means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by CenturyLink and other entities and validation for collect and billed-to-third services.
- 1.86. **“Live Load Capacity”** as it relates to a CLEC’s Collocation Space refers to the structural strength of the floor to support the weight of CLEC’s property and equipment installed in the collocated space.
- 1.87. **“Local Calling Area” (“LCA”)** means the CenturyLink local exchange area and any mandatory Extended Area Service (“EAS”) exchanges, as defined by the Commission or, if not defined by the Commission, as defined in CenturyLink’s current local exchange tariffs or price lists.
- 1.88. **“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.
- 1.89. **“Local Loop”** refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a CenturyLink Central Office or wire center, and up to the demarcation point (e.g., Network Interface Device) at a customer’s premises, to which CLEC is granted exclusive use. 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, FTTC Loops and FTTH Loops.
- 1.90. **“Local Number Portability” (“LNP”)** means number portability as it is defined in 47 CFR §52.21 (1).
- 1.91. **“Local Service Request” (“LSR”)** means an industry standard form or a mutually agreed upon form thereof, used by the Parties to add, establish, change or disconnect local services.



- 1.92. **“Local Traffic”** means 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. Unless otherwise expressly provided under this Agreement, Local Traffic for purposes of intercarrier compensation does not include: (1) any ISP-Bound Traffic; (2) any traffic that does not originate and terminate within the same CenturyLink Local Calling Area (3) toll traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) flat-rated toll plans voluntarily offered by a Party, sometimes referred to as “optional” EAS; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Transit Traffic; or (7) VNXX Traffic.
- 1.93. **“Local ISP-Bound Traffic”** means traffic that is originated at a geographic location and is terminated at a geographic location within CenturyLink's Local Calling Area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink tariffs (“Local ISP-bound Traffic”).
- 1.94. **“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 the Agreement.
- 1.95. **“Main Street Address Guide” (MSAG):** A data base of street names and house number ranges within their associated communities defining ESZs and their associated ESNs to enable proper routing of 911 calls.
- 1.96. **“Mobile Wireless Service”** means any mobile wireless telecommunications service, including any commercial mobile radio service (CMRS). CMRS includes paging, air-ground radiotelephone service and offshore radiotelephone service, as well as mobile telephony services, such as the voice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.
- 1.97. **“Multiple Exchange Carrier Access Billing” (“MECAB”)** refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (“OBF”). The MECAB document contains the recommended guidelines for the billing of an Access Service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.98. **“Multiple Exchange Carrier Ordering And Design” (“MECOD”)** refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers.
- 1.99. **“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.
- 1.100. **“Network Element”** is as defined in Section 3 (29) of the Act.
- 1.101. **“Network Interface Device” (NID):** A stand-alone Network Element defined as any means of interconnecting customer premises 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.

- 1.102. **“North American Numbering Plan”** (“NANP”) means the plan 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.
- 1.103. **“Numbering Plan Area”** (“NPA”) (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three 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 (SAC Code)” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.104. **“NXX,” “NXX Code,” “COC,” “Central Office Code,” or “CO Code”** is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.105. **“OBF”** means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.106. **“Operator Services”** provides for:
- 1.106.1. operator handling for call completion (e.g., collect calls);
  - 1.106.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.106.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.107. **“Outside Cable Duct”** shall mean any space located outside the Central Office Building and owned by or under the control of CenturyLink through which CenturyLink runs its cable, conduit or other associated facilities.
- 1.108. **“Parity”** means, the provision by CenturyLink of services, Network Elements, functionality or telephone numbering resources 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, functionality or telephone numbering resources. Subject to the availability of an electronically bonded Electronic Interface, CenturyLink shall provide CLEC electronic access to its operations support system that is at least equal in quality to that CenturyLink provides to its Affiliates or any other entity that obtains such access.
- 1.109. **Intentionally left blank.**
- 1.110. **“Parties”** means, jointly, CenturyLink and CLEC, and no other entity, Affiliate, subsidiary or assign.
- 1.111. **“Party”** means either CenturyLink or CLEC, and no other entity, Affiliate, subsidiary or assign.
- 1.112. **“Percent Local Usage”** (“PLU”) is a calculation which represents the ratio of the local minutes to the sum of local, IntraLATA toll and IntraLATA Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.113. **“Physical Collocation”** is as defined in 47 CFR 51.5.
- 1.114. **“Point of Interconnection”** (“POI”): A point on CenturyLink’s network where the Parties establish Interconnection pursuant to 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.

- 1.115. **"Premises"** is as defined in 47 CFR §51.5.
- 1.116. **"Pre-Order Loop Qualification"** (**"Loop Qualification"**) is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:
- 1.116.1. Composition of the loop material, i.e. fiber optics, copper;
  - 1.116.2. Existence, location and type of any electronic or other equipment on the 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) Disturbers in the same or adjacent binders.
  - 1.116.3. 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;
  - 1.116.4. Wire gauge or gauges; and
  - 1.116.5. Electrical parameters.
- 1.117. **"Proprietary Information"** shall have the same meaning as Confidential Information.
- 1.118. **"Pseudo-ANI" (pANI) means** 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.
- 1.119. **"Public Safety Answering Point" ("PSAP")** means 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.
- 1.120. **"Rate Center"** means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to CenturyLink or CLEC 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.
- 1.121. **"Selective Router" ("SR")** means the equipment used to route 911 calls to the proper PSAP, or other designated destinations, based upon the caller's location information and other factors.
- 1.122. **"Selective Routing"** is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.
- 1.123. **"Serving Wire Center"** denotes the CenturyLink Building from which dial tone for Telephone Exchange Service would normally be provided to a particular End User customer premises.

- 1.124. **"Shell Records"** means 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.
- 1.125. **"Small Exchange Carrier Access Billing" ("SECAB")** means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.126. **Intentionally Left Blank**
- 1.127. **"Signaling Transfer Point" ("STP")** means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.
- 1.128. **Intentionally left blank.**
- 1.129. **"Switch"** means a Central Office Switch as defined in this Part A.
- 1.130. **"Synchronous Optical Network" ("SONET")** is an optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.131. **"Tandem Office Switches", "Tandem," and "Tandem Switching"** describe Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches and other tandems.
- 1.132. **"Tariff"** means a filing made at the state or federal level or a Party's price list for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing or price list may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.133. **"Technically Feasible"** refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.134. **"Telcordia"** means Telcordia Technologies, Inc. or its successor, which is a leading provider of software and services for the telecommunications industry.
- 1.135. **"Telephone Exchange Service"**: Shall have the meaning set forth in 47 U.S.C. §153.
- 1.136. **"Tier 1 Wire Centers"** are 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.
- 1.137. **"Tier 2 Wire Centers"** are 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.
- 1.138. **"Tier 3 Wire Centers"** are those CenturyLink Wire Centers that are not Tier 1 or Tier 2 Wire Centers.
- 1.139. **"Telecommunications"** is as defined in the Act.
- 1.140. **"Telecommunications Carrier"** is as defined in the Act.
- 1.141. **"Telecommunications Service"** is as defined in the Act.

- 1.142. **Intentionally left blank.**
- 1.143. **"Transit Service"** means the use of a Party's Tandem to deliver Transit Traffic.
- 1.144. **"Transit Traffic"** means Local Traffic, CMRS traffic or ISP-Bound Traffic that is routed by a Party through the other Party's network for delivery to a third party Telecommunications Carrier's network or that is routed by a third party Telecommunications Carrier through a Party's network for delivery to the other Party's network.
- 1.145. **"Virtual Collocation"** is as defined in 47 CFR §51.5.
- 1.146. **"Virtual NXX Traffic"** ("VNXX Traffic") refers to calls originated from or terminated to an NPA-NXX-XXX that was assigned using a VNXX Service.
- 1.147. **"VNXX Service"** means the assignment to an end user 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 premise. For purposes of this Agreement, VNXX Service shall not include (i) CenturyLink's tariffed FX service or (ii) a service offered by a Party to its end users for an expanded geographic calling area when such service requires the end users to pay charges for Telephone Toll Services to an IXC or charges which are equivalent to the tariffed charges of an IXC f or such Telephone Toll Service.
- 1.148. **"VoIP-PSTN Traffic"** is traffic which is exchanged between a CenturyLink's network and the CLEC's network in Time Division Multiplexing ("TDM") format and that originates from and/or terminates to a Party's end user 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 Inter-carrier Compensation Regime, effective December 29, 2011 ("FCC's ICC Order").
- 1.149. **"Wholesale Service"** means Telecommunication Services that CenturyLink provides at retail to subscribers who are not Telecommunications Carriers as set forth in 47 USC §251(c)(4) which CenturyLink provides to resellers, which are Telecommunications Carriers, at a wholesale rate.
- 1.150. **"Wire Center"** is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.
- 1.151. **"xDSL"** refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

## **PART B – GENERAL TERMS AND CONDITIONS**

### **2. SCOPE OF THIS AGREEMENT**

- 2.1. This Agreement, including Parts A through M, Tables One and Two and exhibits, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, Collocation, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

### **3. NETWORK CHANGES**

- 3.1. CenturyLink shall provide notice of network changes and upgrades in accordance with the Act or Commission Rules and §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations (47 CFR). To the extent permitted by Applicable Law, 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.

### **4. REGULATORY APPROVALS**

- 4.1. 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.
- 4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on Sections 251 and 252 of the Act as well as the orders, rules and regulations promulgated thereunder by the FCC and Commission as of execution date of the Agreement ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement 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 sixty (60) Days of the effective date of an order issuing a legally binding change, which also specifies an amendment to this Agreement is required to implement the Amended Rules, any resulting amendment shall be deemed effective on the effective date of the legally binding Amended Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides such notice within sixty (60) 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. Provided however, if either Party disputes the need to amend this Agreement to implement the Amended Rules, it shall be resolved in accordance with the Dispute

Resolution provisions of this Agreement and, if it is determined that an amendment is required, such amendment shall be effective on the date of such determination, unless the Dispute Resolution was commenced within the sixty (60) days of the effective date of the order issuing a legally binding change in which case the amendment shall be deemed effective on the effective date of the legally binding Amended Rules.,

- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as provided in section 4.2, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. A Party may charge rates to the other Party under this Agreement that are approved by the FCC or Commission in a generic cost proceeding or ruling, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the FCC or Commission decision.
- 4.4. 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.
- 4.5. In the event that as a result of any Amended Rule, a Party is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to the other Party under this Agreement, then such service, facility arrangement or benefit may be discontinued ("Discontinued Arrangement") to the extent expressly permitted by any such decision, order, or determination by providing sixty (60) Days written notice to the other Party. Fifteen (15) Days after provision of such written notice, the notified Party will be prohibited from ordering such service, facility, arrangement, or benefit and the notifying Party will not be required to provide new Discontinued Arrangements. If Parties disagree as to whether an Amended Rule is applicable to the Agreement, then the dispute resolution provisions of this agreement shall apply and such service, facility, arrangement, or benefit shall continue to be provided hereunder until the dispute is resolved.

## **5. TERM AND TERMINATION**

- 5.1. This Agreement shall become effective on the date the Commission approves or is deemed to have approved the Agreement ("Effective Date"); however, the Parties agree to implement the provisions of this Agreement upon execution by both Parties; except that the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for sixty (60) days to accommodate required initial processes. This Agreement shall continue in effect for a period of three (3) years after execution by both Parties ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if either Party has any undisputed outstanding past due obligations to the other Party or any of its affiliates, this Agreement will not be effective until such time as any past due undisputed obligations to the other Party are paid in full. If the Parties are not already

interconnected, no order or request for services under this Agreement shall be processed before the Parties have established a customer account with the other Party and have completed the Implementation Plan described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof; 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 7.2, and provided further, the Parties may mutually agree to an extension of time to cure or either Party may invoke the Dispute Resolution procedures herein. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. CenturyLink may terminate this Agreement upon thirty (30) Days notice pursuant to the notice provisions in § 21 of this Agreement if CLEC is not exchanging traffic with CenturyLink or has not submitted orders pursuant to this Agreement within one-hundred-twenty (120) Days of the Effective Date. In addition, CenturyLink reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased providing Telecommunications Services in CenturyLink's local service area in this state. In addition to notice from CLEC, CenturyLink may utilize any information confirmed by a state authority including, but not limited to, the Commission, Secretary of State, or a court of competent jurisdiction in concluding that CLEC is no longer providing Telecommunications Services in CenturyLink's local service area in this state, and pursuant to the notice provisions in § 21 of this Agreement issue a notice of termination of this Agreement to the CLEC. If CLEC receives a notice to terminate this Agreement as prescribed in this § 5.3 and CLEC responds to CenturyLink within fifteen (15) Days of receipt of notice, CenturyLink and CLEC will discuss CLEC's status of operations before terminating the Agreement. If the Parties cannot agree that CLEC can begin or continue operations within sixty (60) Days from the date of the notice, then it shall be resolved in accordance with the Dispute Resolution provisions in § 25 of this Agreement.
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should CenturyLink sell or trade substantially all the assets in an exchange or group of exchanges that CenturyLink uses to provide Telecommunications Services, the Parties agree to abide by any applicable Commission Order(s) related to the sell or trade of assets by CenturyLink and any related settlements.

## **6. POST END DATE INTERIM SERVICE ARRANGEMENTS**

- 6.1. Unless cancelled or terminated earlier in accordance with the terms hereof, this Agreement shall continue in effect until the End Date (the "Initial Term"). Thereafter, this Agreement shall continue in full force and effect unless and until cancelled or terminated as provided in this Agreement. Either Party may terminate this Agreement effective upon the End Date or effective upon any date after such End Date by providing written notice of termination, in accordance with § 21, at least thirty (30) Days in advance of the date of termination ("Notice of Termination").
- 6.2. Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 6.1 and, on or before the noticed date of termination, either Party has requested negotiation of a successor interconnection agreement, such notice shall be deemed to constitute a bona fide request to negotiate a successor agreement for interconnection, services or network elements pursuant to §§ 251 and 252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a successor 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. Notwithstanding the foregoing, if a successor agreement has not been reached when the timeframe contemplated in (b) above expires and either Party has commenced arbitration, then this Agreement shall continue in full force and effect until the issuance of an order, whether or not a final non-appealable order, by the Commission or FCC, approving a successor agreement. If a successor 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 6.1; provided however, 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 6.3 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated as a result of a default or in accordance with Section 5.5

- 6.3. Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 6.1 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a successor Interconnection agreement, (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 the Parties under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by either Party unless the Parties jointly agree to other arrangements or CLEC, pursuant to §252 of the Act, adopts an existing agreement between CenturyLink and another carrier for the remaining term of that agreement.

## **7. CHARGES, BILLING AND PAYMENT**

- 7.1. In consideration of the services provided by the Parties under this Agreement, the Parties shall pay the charges set forth in Part C at rates reflected in Tables One and Two subject to the provisions of § 4 hereof and subject to the dispute provisions provided herein. Neither Party shall be obligated to accept card payments (e.g. credit/debit/ATM cards) nor any form of payment that reduces the net amount received by either Party. Additional billing procedures for charges incurred by either Party hereunder are set forth in Part J.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the bill date stated on the invoice.
- 7.2.1. For undisputed amounts on invoices not paid when due, late payment charges will be assessed under Section 7.4.
- 7.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 7.2.3. If undisputed amounts on invoices are not paid within forty-five (45) Days after the bill date, the billing Party may, upon ten (10) Days prior written notice, suspend processing new orders and cancel any pending orders.
- 7.2.4. If undisputed amounts remain delinquent sixty (60) Days after the bill date, the billing Party may, upon ten (10) Days prior written notice, terminate all services under this Agreement.
- 7.2.5. If an invoice is not rendered within three (3) Days of the bill date stated on the invoice, then the time periods stated in §§ 7.2.1, 7.2.3 and 7.2.4 for assessing late payment charges, suspending orders or terminating service for non-payment shall be extended by one day for each day beyond such third day that elapses until the invoice has actually been rendered. Invoices will be deemed rendered upon the date they are electronically transmitted to the CLEC or on the date of the postmark if the CLEC receives only a paper invoice.

- 7.3. If either Party disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges unless otherwise agreed, and the failure by either Party to follow such procedures may result in the suspension or termination of service for non-payment of invoiced amounts pursuant to § 7.2:
- 7.3.1. Any billing dispute must be submitted in writing, itemizing the particular charges that the billed Party is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.
  - 7.3.2. CLEC billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by CenturyLink. CenturyLink disputes must be submitted to the person or center designated by the CLEC to receive such disputes using a dispute form designated by the CLEC. The billing dispute form may be accompanied by any additional, relevant materials.
  - 7.3.3. The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.
  - 7.3.4. Billing disputes that are submitted in a timely manner in compliance with Section 7.3 shall not have the effect of suspending the payment due date with respect to *billed amounts that are not in dispute*, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.
  - 7.3.5. The failure to submit a written dispute in compliance with Section 7.3 within thirty (30) Days of a bill date shall not preclude a Party from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid, but any billing dispute which is not submitted within thirty (30) Days of a bill date or which is not submitted in writing in compliance with Section 7.3 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amounts in accordance with Section 7.2. Payment of billed amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a 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. A dispute which is filed more than thirty (30) Days after a bill date or a request for an account adjustment must be submitted in writing in the same manner as provided for in Section 7.3 with respect to disputes, and such requests shall be subject to the Dispute Resolution provisions of this Agreement.
- 7.4. Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed by either Party until the amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:
- 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the delinquent Party actually makes the payment to other Party, or
  - 7.4.2. the total amount due multiplied by a factor of 0.0005 times the number of Days which occurred between the payment due date and (including) the date the delinquent Party actually makes the payment to the other Party.

- 7.5. CenturyLink shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by CenturyLink. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 7.6. At CLEC's request, CenturyLink will provide to CLEC tandem-switched jointly provided switched access billing records. CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to jointly provided switched access billing records. CenturyLink will bill CLEC for the records at the Usage File rates on Table One. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. CenturyLink shall ensure that all call stream data (i.e. SS7 data) received by CenturyLink from IXCs on jointly provided access traffic are signaled intact to CLEC, and shall not (i) remove SS7 call stream data, (ii) alter or replace SS7 call stream data, (iii) strip, alter or replace SS7 call stream data to disguise or conceal jurisdictional information or (iv) insert or add any SS7 call stream data except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Comcast acknowledges that the jointly provided switched access billing records will not be limited to such signaled SS7 data, nor will all of the SS7 data necessarily appear in the billing records which may be derived, in part, from other sources (e.g. the facilities or trunks over which such traffic is routed and/or the identity of the provider to whom such trunks are assigned) as appropriate and as determined by CenturyLink, and that such message provisioning records are not identical to such SS7 data. The signaled SS7 call stream data will be included in the jointly provided switched access billing records to supplement other sources for the data needed. Should it be determined that the SS7 call stream data received by CenturyLink from IXCs on jointly provided access traffic are not transmitted to CLEC by CenturyLink in accordance with this paragraph, and such failure prevents CLEC from creating its own billing records for Jointly Provided Access traffic from such SS7 data, then any billing records ordered by CLEC from CenturyLink with respect to any period when CenturyLink did not properly transmit the SS7 data, shall be subject to a refund or a credit, as the case may be, for any amounts charged by CenturyLink for such jointly provided switched access records.
- 7.7. CenturyLink shall comply with various industry, OBF, and other standards referred to throughout this Agreement. CenturyLink will review any changes to industry standards, and implement the changes within the industry-defined window. CenturyLink will provide advance written notice pursuant to § 21 herein, to CLEC of any deviations to the standards.
- 7.8. Where Parties have established interconnection, CenturyLink and CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. CenturyLink will provide CLEC the appropriate records to bill exchange access charges to the IXC. Upon CLEC's request, CenturyLink will capture EMI records for inward terminating calls and send them to CLEC, as appropriate, in a daily or other agreed upon interval, via an agreed upon media (e.g.: Connect Direct). Parties will establish billing percentages to account for the respective transport a Party is providing (including any facilities such Party has leased) pursuant to MECAB guidelines, provided however, that until CenturyLink migrates its wholesale billing system to CABS, such percentages will reflect that CenturyLink will bill the IXC 100% of the transport mileage at CenturyLink's mileage rate per MOU for any facility CLEC leases from CenturyLink used for joint transport of IXC traffic as long as CLEC is not being charged by CenturyLink for such facility. CLEC will bill the IXC 100% of the transport mileage at CLEC's mileage rate per MOU for any facility used to jointly transport IXC traffic if the CLEC solely provides such transport and does so over facilities it has self-provisioned, provisioned via a third party, or leased from CenturyLink and CLEC is being charged by CenturyLink for such facilities.

- 7.9. CenturyLink shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 7.10. Revenue Protection. CenturyLink shall make available to CLEC, at Parity with what CenturyLink provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end user entry of an authorization code for dial tone. CenturyLink shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.
- 7.11. CenturyLink reserves the right to secure the account with a suitable form of security deposit in accordance with Section 37.
- 7.12. Back billing and billing claims are subject to an eighteen (18) month limitation period as provided in this paragraph.
  - A. Neither Party will initiate a claim that seeks to adjust previously billed amounts on invoices that were issued more than 18 months prior to the initiation of such claim, whether such claim seeks (i) a full or partial refund, reimbursement or the issuance of credits to recover amounts previously paid by the claiming Party (e.g. if previous charges were incorrect or should not have been charged) or (ii) whether such claim seeks to augment or recover additional amounts for charges that were previously billed by the claiming Party (e.g. if previous charges were underbilled or billed incorrectly).
  - B. Neither Party will back bill charges for services that were provided more than eighteen (18) months prior to the bill date on which such back billed charges are invoiced.
  - C. The circumstances under which the limitations period applies, as described above, are intended to be illustrative and not exhaustive, but such limitations period shall not apply if a longer period is warranted as a result of fraud, concealment or other similar circumstances.

## **8. AUDITS AND EXAMINATIONS**

- 8.1. 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) 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 twelve (12) 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.
- 8.2. 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 agree upon a reasonable 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).

- 8.3. 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 8.3, 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.
- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) 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. Interest shall be calculated in accordance with Section 7.4 above.
- 8.5. 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.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. CLEC acknowledges that its right under this Agreement for Local Interconnection with CenturyLink's network and to unbundled and/or combined CenturyLink's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. CenturyLink agrees to use its best efforts to obtain for CLEC, third party intellectual property rights, under commercially reasonable terms, to each unbundled Network Element necessary for CLEC to use such unbundled Network Element in the same manner as CenturyLink.
- 9.3. CenturyLink shall have no obligations to attempt to obtain for CLEC any third party intellectual property right(s) that would permit CLEC to use any unbundled Network Element in a different manner than used by CenturyLink.
- 9.4. To the extent not prohibited by a contract with the vendor of the Network Element sought by CLEC that contains intellectual property licenses, CenturyLink shall reveal to CLEC the name of the vendor, the intellectual property rights licensed to CenturyLink under the vendor contract and the terms of the contract (excluding cost terms). CenturyLink shall,

at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

- 9.5. All costs associated with the extension of third party intellectual property rights to CLEC pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled Network Element to which the intellectual property rights relate and apportioned to all requesting CLEC using that unbundled Network Element including CenturyLink.
- 9.6. Except as set forth in § 9.1, CenturyLink hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning CLEC's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights CenturyLink agrees in Section 9.2 to use its best efforts to obtain.

## **10. LIMITATION OF LIABILITY**

- 10.1. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities); provided however, that such limitation shall not be applicable to limit a Party's liability for such damages which may result from any willful misconduct or gross negligence by such Party.
- 10.2. Notwithstanding the foregoing, in no event shall CenturyLink's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.
- 10.3. Neither Party shall be responsible to the other or any third party for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties and for breach of the confidentiality provision herein.
- 10.4. CENTURYLINK SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY CENTURYLINK'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

## **11. INDEMNIFICATION**

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 11.2. CLEC shall indemnify and hold harmless CenturyLink from all claims by CLEC's subscribers.
- 11.3. CenturyLink shall indemnify and hold harmless CLEC from all claims by CenturyLink's subscribers.

- 11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. If CLEC has physical collocations under this Agreement, CLEC shall also indemnify and hold CenturyLink harmless from any and all claims arising from:
  - 11.8.1 Intentionally left blank;
  - 11.8.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
  - 11.8.3 CLEC shall at all times indemnify, defend, save and hold harmless CenturyLink from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give CenturyLink written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford CenturyLink the opportunity of filing appropriate notices of non-responsibility. However, failure by CenturyLink to give notice does not reduce CLEC's liability under this Section.
  - 11.8.4 If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give CenturyLink written notice thereof as soon as CLEC obtains such knowledge.
  - 11.8.5 CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent CenturyLink, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.
  - 11.8.6 If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

## 12. INSURANCE

- 12.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any property is located, not less than the following insurance:
- 12.2. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability;
- 12.3. In situations where CLEC seeks physical, adjacent or virtual collocation at a CenturyLink Premises or otherwise has access to CenturyLink equipment or facilities, the following insurance coverage is also required:
  - 12.3.1 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming CenturyLink as additional insured;
  - 12.3.2 Workers Compensation as provided for in the jurisdiction where the Collocation Space is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
  - 12.3.3 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; and
  - 12.3.4 "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Collocation Space. 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.
  - 12.3.5 Nothing contained in this Section shall limit CLEC's liability to CenturyLink to the limits of insurance certified or carried.
  - 12.3.6 For purposes of this subsection 12.3, CLEC will also add CenturyLink as an additional named insured to the Commercial General Liability policy required in Section 12.2.
- 12.4 All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against CenturyLink for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that CenturyLink may carry.
- 12.5 CLEC shall furnish to CenturyLink a certificate or certificates of insurance, satisfactory in form and content to CenturyLink, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled without first giving at least thirty (30) Days prior written notice to CenturyLink.
- 12.6 CenturyLink will carry not less than the insurance limits required of CLEC.

## 13. BRANDING

- 13.1 Each Party shall provide the exclusive interface to its subscribers, except as a Party shall otherwise request, in writing and in its sole discretion, for matters identified by such requesting Party for which the other Party may directly communicate with the requesting Party's subscribers. In those instances where a Party agrees that the other Party's personnel may interface with its subscribers the other Party's personnel shall inform the subscribers who they are representing.
- 13.2 Other business materials furnished by a Party to the other Party's subscribers shall bear no corporate name, logo, trademark or tradename of the other Party.



- 13.3 Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 13.4 CenturyLink shall share pertinent details of CenturyLink's training approaches related to branding with CLEC to be used by CenturyLink to assure that CenturyLink meets the branding requirements agreed to by the Parties.
- 13.5 This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

#### 14 REMEDIES

- 14.1 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 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.

#### 15 CONFIDENTIALITY AND PUBLICITY

- 15.1 All information which is disclosed by one Party ("Disclosing Party") to the other ("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. 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 ("Confidential Information").
- 15.2 During the term of this Agreement, and for a period of three (3) years thereafter, Recipient shall;
  - 15.2.1 use Confidential Information only for the purpose of performing under this Agreement,
  - 15.2.2 hold Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
  - 15.2.3 safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 15.3 Recipient shall have no obligation to safeguard Confidential Information
  - 15.3.1 which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
  - 15.3.2 which becomes publicly known or available through no breach of this Agreement by Recipient,
  - 15.3.3 which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
  - 15.3.4 which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 15.4 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 all 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.

- 15.5 Each Party agrees that in the event of a breach of this Section 15 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.
- 15.6 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 15.6 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.
- 15.7 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.
- 15.8 Except as otherwise expressly provided in this Section 15, 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.

## **16 DISCLAIMER OF WARRANTIES**

- 16.1 EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

## **17 ASSIGNMENT AND SUBCONTRACT**

- 17.1 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.
- 17.2 Except as provided in Section 17.1, 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 Party shall be considered to be in material default if there are any outstanding undisputed amounts owed that have not been paid on or before the due date.

- 17.3 If a Party uses products or services obtained from the other Party under this Agreement to serve end user customers, then such Party may not make any sale or transfer of such end user customer accounts, or any facilities used to serve such end user customers, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid, undisputed 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 customer accounts, or facilities, shall remain jointly liable for the unpaid undisputed 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.
- 17.4 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 worked as a project and the Parties will negotiate a price based on labor rates contained in Table One. Should the Parties be unable to negotiate a price, either Party may invoke the Dispute Resolution provisions of §25.

## **18 GOVERNING LAW**

- 18.1 This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

## **19 RELATIONSHIP OF PARTIES**

- 19.1 It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## **20 NO THIRD PARTY BENEFICIARIES**

- 20.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

## **21 NOTICES**

- 21.1 Notices conveyed pursuant to this Section shall be delivered to the following addresses of the Parties (with notices for breach or termination provided via overnight mail in addition to any other delivery) or to such other address as either Party shall designate by proper notice:

If to "CLEC":

Richard Chapkis  
Deputy General Counsel  
Comcast  
One Comcast Center, 55th Floor  
Philadelphia, PA 19103  
Phone: 215-286-5237  
Email: [richard\\_chapkis@comcast.com](mailto:richard_chapkis@comcast.com)

If to CenturyLink:

Director – Interconnection Agreements  
930 15<sup>th</sup> Street 6<sup>th</sup> Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

With a copy to:

Mr. Robert Munoz  
Comcast  
Executive Director of Regulatory Affairs  
One Comcast Center, 55th Floor  
Philadelphia, PA 19103  
Phone: 215-286-2627  
Email: [robert\\_munoz@comcast.com](mailto:robert_munoz@comcast.com)

- 21.2 If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

## **22 WAIVERS**

- 22.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 22.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 22.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## **23 SURVIVAL**

- 23.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 7, 8, 9, 10, 11, 15, 20, 22, and 25.

## **24 FORCE MAJEURE**

- 24.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather, provided that such Party shall make commercially reasonable efforts to minimize the impact of such force majeure event. No delay or other failure to perform shall be excused pursuant to this Section 24 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Sections 4.4, 5.2, 5.4, and 5.5 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink agrees to resume performance

in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

## 25 DISPUTE RESOLUTION

- 25.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services in Part I (non-251 services). Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve, other than Part I (non-251 services), may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.
- 25.2 Except as otherwise provided herein, a Party may not submit a dispute to the Commission or other forum as provided in Section 25.1 above, 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, which shall include the specific information required in Section 7.3 for billing disputes. 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 the Commission.
- 25.3 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:
- 25.3.1 If a Party provides written notice to the disputing Party that a billing dispute has been denied, stating the grounds for such determination, then the disputing Party shall have fifteen (15) Days in which to either pay the disputed amounts or to send written notice to the billing Party advising that the disputing Party disagrees with the determination by the billing Party, and such notice may be accompanied by any additional, relevant materials submitted by the disputing Party. Failure by the disputing Party to respond as required herein to a notice of denial by the billing Party 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 Section 7.2.
- 25.3.2 Failure by the disputing Party to respond as required herein, to a notice of denial by the billing Party shall also preclude the disputing Party from thereafter requesting an escalation of the same dispute under Section 25.4, although the disputing Party may file a petition in compliance with Section 25.5.
- 25.4 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, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) Days during which negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.
- 25.5 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 the Commission seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution by the Commission within sixty (60) Days from the date on which the petition or complaint was filed with the Commission.

- 25.6 During the pendency of the dispute resolution process, 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.
- 25.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by the Commission may not be resubmitted under the dispute resolution process.
- 25.8 Notwithstanding anything in this Section 25, a Party may submit a dispute to the Commission for resolution at any time the other Party ceases to respond or negotiate resolution for a period of fifteen (15) Days.

## **26 COOPERATION ON FRAUD**

- 26.1 The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action 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.

## **27 TAXES**

- 27.1 For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, provided however, that the terms "taxes" and "fees" shall not include any tax or fee on either party's corporate existence, status, income, corporate property taxes, or payroll taxes. Franchise fees or other fees, if any, for the use of the public rights of way shall only be applicable with respect to Local Resale services as set forth in Part D or to the extent such fees are taken into account in the TELRIC pricing for Interconnection Facilities or UNEs.
- 27.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
  - 27.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
  - 27.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 27.3 Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.
  - 27.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
  - 27.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. If the providing Party fails to bill any tax or fee as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected tax or fee subject to any back billing provisions as limited by providing Party's state statute of limitations for assessing such taxes and the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected tax or fee by such authority. However if the purchasing Party fails to pay any such tax or fee properly billed, then, as between the providing Party and the purchasing Party,

the purchasing Party will be solely responsible for payment of the tax or fee and penalties and interest

- 27.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable the purchasing Party may contest the same in good faith, at its own expense. The Parties agree that they will cooperate with each other and coordinate their mutual efforts concerning audits, other such inquiries, filings, reports, etc., as may be related solely to the activities or transactions arising from or under this Agreement, which may be required or initiated from or by any duly authorized governmental taxing authority
- 27.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 27.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, and the providing Party previously billed these amounts, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. However, if the providing Party fails to bill any tax or fee as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected tax or fee subject to any back billing provisions as limited by providing Party's state statute of limitations for assessing such taxes and the providing Party shall be liable for any penalty assessed with respect to such uncollected tax or fee by such authority. The purchasing Party shall be liable for any interest assessed with respect to such uncollected tax or fee by such authority.
- 27.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee where such claim or contest was initiated by the purchasing Party.
- 27.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 27.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
  - 27.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
  - 27.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. If the providing Party fails to bill or collect any tax or fee as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected tax or fee subject to any back billing provisions as limited by providing Party's state statute of limitations for

assessing such taxes and fees and the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected tax or fee by such authority. However if the purchasing Party fails to pay any such tax or fee properly billed, then, as between the providing Party and purchasing Party, the purchasing Party will be solely responsible for payment of the tax or fee and penalties and interest.

- 27.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 27.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 27.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 27.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee where such claim was initiated by the purchasing Party.
- 27.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 27.5 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 27.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter or other evidence of exemption, reasonably satisfactory to the providing Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the purchasing Party shall pay any tax, interest and/or penalty that is determined to be due.



## **28 AMENDMENTS AND MODIFICATIONS**

- 28.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

## **29 SEVERABILITY**

- 29.1 Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid 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 thereby.

## **30 HEADINGS NOT CONTROLLING**

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

## **31 ENTIRE AGREEMENT**

- 31.1 This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable Tariff, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

## **32 SUCCESSORS AND ASSIGNS**

- 32.1 Subject to the terms of this Agreement, CenturyLink and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

## **33 IMPLEMENTATION PLAN**

- 33.1 This Agreement sets 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 required for implementation of new, additional or reconfigured interconnection arrangements or services described in this Agreement the Parties agree to form a team (the "Implementation Team") which shall develop and 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.
- 33.2 Dispute Resolution. If the Implementation Team is 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 25.

## **34 FEDERAL JURISDICTIONAL AREAS**

- 34.1 Article 1, §8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent CenturyLink has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications

Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, CenturyLink will provide CLEC with information regarding the provision of service on the Federal Enclave.

## PART C – GENERAL PRINCIPLES

### 35 USE OF FACILITIES

- 35.1 In situations where a competitive LEC has the use of CenturyLink-owned 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 premise or from another carrier with the appropriate customer authorization, the procedures below will apply.
- 35.1.1 CenturyLink will process such orders and provision services consistent with the terms contained in Section 72, of this Agreement.
- 35.1.2 Where CLEC is using a single facility to provide service to multiple end user customers, CenturyLink will not disconnect that facility as a result of the following procedures.
- 35.1.3 CenturyLink will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.
- 35.1.4 Customer with Existing Service Changing Local Service Provider:  
In situations where a competitive LEC submits an order for an end user customer 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.
- 35.1.5 Customer with Existing Service Adding New Service  
In situations where an order is submitted for an end user customer 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.
- 35.1.6 Customer Requesting New Service where Previous Customer has Abandoned Service
- (a) The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original end user customer has abandoned the service in place.
  - (b) 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 via fax that it has had a request for service at the premises location that is currently being served by CLEC;
  - (c) If available to CenturyLink, CenturyLink shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
  - (d) 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 CLEC 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 address and location or the submission of an order for an additional line.

### 36 PRICE SCHEDULE

- 36.1 Except as otherwise provided herein, all prices under this Agreement are set forth in the attachments designated as Table One and Table Two of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table One or Table Two, and is not subject to Section 42 or explicitly stated to be provided at no charge, the Party from whom such service is ordered will develop a rate consistent with Section 43, which rate shall be subject to the Dispute Resolution provision of this Agreement, if necessary. Any service provided by a Party before such rate has been finalized and incorporated by amendment into the Agreement, will be subject to true-up once the rate is finalized, provided that no true-up shall be required with respect to any period that extends more than eighteen (18) months prior to the date on which a Party first provides a price quote for such service. The Party providing such service shall provide the service during the pendency of any rate development and dispute resolution, if applicable.
- 36.2 Subject to the provisions of Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.
- 36.3 Service Order and Customer Service Record Charges
- The Parties agree that the LSR and CSR rates reflected in Table One are reciprocal charges for the services provided by a Party.
- 36.3.1 An “automated” CSR is a request for the CSR of a Party’s end user through a Party’s automated ordering system. An automated CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, for each instance of a query by Billing Account Number (“BAN”) or telephone number. For purposes of clarification, a single CSR non-recurring charge shall apply to queries by a BAN which return multiple telephone numbers. Further, an automated CSR non-recurring charge will also apply to “manual” CSR requests (described below) when a Party’s automated ordering system is otherwise unavailable during normal business hours for submission of automated CSR requests.
- 36.3.2 A “manual” CSR is a request for service information on a Party’s end user that is submitted outside of the Party’s automated ordering system; e.g., via fax, physical email or electronic email. Until such time as an automated CSR request for a Centrex customer may be submitted via a Party’s automated ordering system, the Parties acknowledge that the manual CSR request applies for such requests. For CenturyLink, manual CSR requests shall be sent by email to the center, utilizing the following email address: dctr-neac-offices@centurylink.com. A manual CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, based on each BAN or telephone number requested in the manual submission. For purposes of clarification, a single CSR non-recurring charge shall apply to manual requests by a BAN which return multiple telephone numbers.
- 36.4 Local Service Resale
- The rates that CLEC shall pay to CenturyLink for Local Resale are as set forth in Table One of this Agreement and shall be applied consistent with the provisions of Part D of this Agreement.
- 36.5 Unbundled Network Elements
- The charges that CLEC shall pay to CenturyLink for Unbundled Network Elements are set forth in Table One of this Agreement.

### 36.6 Collocation

The charges that CLEC shall pay to CenturyLink for Collocation are set forth in Table Two of this Agreement.

### 36.7 Call Related Databases

The charges that each Party shall pay to the other Party for Call Related Database services purchased pursuant to Part I are set forth in Table One of this Agreement.

## 37 SECURITY DEPOSIT

37.1 CenturyLink reserves the right to secure the account 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, CenturyLink may stop processing orders for service and Carrier will be considered in material breach of the Agreement.

37.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.

37.3 If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

37.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the average month's invoices from CenturyLink for existing accounts. Average monthly billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from CenturyLink during such period at a level comparable to that anticipated to occur over the next six (6) months. If CenturyLink has reason to believe that the level of service to be received during the next six (6) months will be materially higher than received in the previous six (6) months, then CenturyLink may take into account all relevant information in establishing a reasonable deposit amount.

37.5 The fact that a security deposit has been made in no way relieves CLEC from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.

37.6 CenturyLink may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit or if CLEC fails to make timely payment of any billed amounts which have not been disputed.

37.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by CenturyLink. 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:

37.7.1 when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due and at least sixty (60) Days after the invoice date, subject to the past due notices section; or

37.7.2 when CLEC files for protection under the bankruptcy laws; or

37.7.3 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;

37.7.4 when this Agreement expires or terminates and there are undisputed balances more than thirty (30) Days past due;

- 37.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or
  - 37.7.6 CLEC fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.
- 37.8 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 the CLEC to provide a new deposit unless such application was made at the CLEC's request pursuant to Section 37.9 below.
- 37.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Interest will accrue on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, at the time the cash deposit is either credited to CLEC's account or when the cash deposit is returned to CLEC. No interest will accrue or be paid on letters of credit. If CLEC establishes a consecutive twelve (12) month prompt payment history and then requests CenturyLink to review CLEC's credit risk status and if the review determines that CLEC is no longer a credit risk, or if this Agreement is terminated, the deposit will be applied to CLEC's account. In determining whether CLEC is a credit risk, CenturyLink may (i) require CLEC to complete a credit profile and provide information to CenturyLink regarding CLEC's credit and financial condition; (ii) consider circumstances such as those set forth in Section 37.6 for determining if an additional deposit is appropriate or (iii) consider CLEC's payment history with suppliers, bank relationships, audited financial statements ratios, years in business, management history, number of liens, suits or judgments and pay history with CenturyLink.
- 37.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:
- 37.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.
  - 37.10.2 The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.
  - 37.10.3 If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify CenturyLink of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide CenturyLink a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to CenturyLink). If CLEC provides a replacement letter of credit not later than 10 Business Days prior to the expiration of the expiring letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to CLEC.
  - 37.10.4 If CLEC desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

## **PART D – LOCAL RESALE**

### **38 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

- 38.1 At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, CenturyLink shall make available to CLEC for resale Telecommunications Services that CenturyLink currently provides or may provide hereafter at retail to subscribers who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by CenturyLink to CLEC pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which CenturyLink shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

### **39 GENERAL TERMS AND CONDITIONS**

- 39.1 The prices charged to CLEC for Local Resale are the CenturyLink Tariff retail prices, discounted as set forth in Part C of this Agreement.
- 39.1.1 Voluntary Federal and State Subscriber Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.
- 39.1.2 CenturyLink shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. CenturyLink shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by CenturyLink with the Commission.
- 39.1.3 CenturyLink shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end user customer's agreement with CenturyLink will terminate and any applicable termination liabilities will be charged to the end user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. CenturyLink will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section 39.1.
- 39.1.4 Customer Owned Coin Operated Telephone (COCOT) or Public Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 39.1.5 For Telecommunications Services that are offered by CenturyLink to its end users and that are available for resale, the rules and regulations associated with CenturyLink's retail Tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in Parity with services offered by CenturyLink to its end users.
- 39.1.6 Except as set forth above and as may be allowed by the FCC or Commission, CenturyLink shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (*i.e.*, residential service to business

customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the CenturyLink product name (e.g., CLEC may purchase the features package called "CenturyLink Essential" but shall be prohibited from reselling this product using the CenturyLink brand name or the CenturyLink product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. CenturyLink will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.

- 39.1.7 Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, CenturyLink shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. CenturyLink shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. CenturyLink shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, CLEC may purchase Voice Mail Service and related services for its end users at CenturyLink's retail rates.
- 39.1.8 Hospitality Service. CenturyLink shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 39.1.9 LIDB Administration
  - (a) CenturyLink shall maintain customer information for CLEC customers who subscribe to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end user subscribers. CenturyLink shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end user subscribers.
  - (b) Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.
- 39.1.10 CenturyLink will continue to provide Primary Interexchange Carrier ("PIC") processing for end users obtaining resold service from CLEC. CenturyLink will bill and CLEC will pay any PIC change charges. CenturyLink will only accept said requests for PIC changes from CLEC and not from CLEC's end users.



## **PART E – UNBUNDLED NETWORK ELEMENTS**

### **40 GENERAL**

- 40.1 Pursuant to the following terms, CenturyLink will unbundle and separately price and offer Unbundled Network Elements (“UNEs”). CLEC shall pay CenturyLink the recurring and non-recurring charges listed in Table One or agreed to by the Parties for the UNEs provisioned.

### **41 USE OF UNBUNDLED NETWORK ELEMENTS**

- 41.1 CenturyLink shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. CenturyLink shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 41.2 CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC’s obligation to combine CenturyLink provided UNEs with any and all facilities and services whether provided by CenturyLink, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or Tariffed access services obtained from CenturyLink as provided for in this Agreement.
- 41.3 Each UNE provided by CenturyLink to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that CenturyLink provides to itself, CenturyLink’s own subscribers, to a CenturyLink Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 41.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.
- 41.4.1 Any combination of the following, where both are provided by CenturyLink, are subject to the EEL use restrictions in Section 53 of this Part. Such restrictions apply irrespective of the manner in which the loops and transport are combined:
- (a) high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility); or
  - (b) special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a commingled facility), or
  - (c) high capacity loops (DS1, DS3) and Dedicated Transport (DS1, DS3).
- 41.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting CenturyLink’s network and CMRS carriers’ networks do not qualify as UNEs and will not be available to CLEC as UNEs.
- 41.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services (*i.e.*, interLATA or intraLATA long distance). Facilities connecting CenturyLink’s network and interexchange carriers’ networks used by the interexchange carrier to exclusively provide such services to end users do not qualify as UNEs and will not be available to CLEC as UNE

- 41.4.4 CLEC must use any UNE purchased from CenturyLink for the purpose of providing eligible Telecommunications Services (not exclusively Mobile Wireless Service or Interexchange Services). CLEC may use a UNE for the provision of Interexchange Services, Mobile Wireless Service, or Information Services, if CLEC is also providing an eligible Telecommunication Service over the same UNE. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service or Interexchange Services.
- 41.4.5 An Information Service is not an eligible Telecommunication Service except that CLEC can use unbundled loops in accordance with this Agreement to provide xDSL services.
- 41.4.6 Non-impairment and Related Processes
- (a) Wire Centers that have been identified by CenturyLink as Tier 1 and Tier 2 Wire Centers and those Wire Centers which exceed the Business Line and Fiber-based Collocator thresholds for DS1 and DS3 Loops, as described in Sections 45.8.1 and 45.9.1, are listed on CenturyLink's website.
  - (b) CenturyLink shall not be required to provide and CLEC may not obtain:
    - (i) DS1 and DS3 UNE Loops where the number of Business Lines and Fiber-based Collocators exceed the thresholds for each such respective service as specified in Sections 45.8.1 and 45.9.1, or where the number of such UNE Loops would exceed the maximum quantities as specified in Sections 45.8.2 and 45.9.2.
    - (ii) DS1 UNE Transport when both Wire Centers defining the route are Tier 1 Wire Centers as specified in 50.2.1 or DS1 UNE Transport circuits in excess of the maximum quantity on each route as specified in Section 50.2.2.
    - (iii) DS3 UNE Transport when both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers as specified in Section 50.3.1, or DS3 UNE Transport circuits in excess of the maximum quantity on each route as specified in Section 50.3.2.
    - (iv) Fiber transport where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers as specified in Section 50.5.1(b)(i).
  - (c) If CLEC has any DS1 and DS3 Loop or Transport UNEs in service which CenturyLink is not required to provide as specified in item (b) above, and if the transition timeframes in (d) below do not apply or have lapsed, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable access service arrangements back to either the date the UNE service was installed or the date CenturyLink was no longer required to unbundle, whichever is shorter. If, within thirty days of written notice by CenturyLink, CLEC fails to submit the necessary orders to convert such UNEs to alternative service arrangements, CenturyLink will be entitled to convert the UNEs to comparable Access Services at applicable monthly services rates and to assess a non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.
  - (d) If CenturyLink identifies Wire Centers as Tier 1 and/or Tier 2 in addition to those listed on CenturyLink's website as of the Effective Date, or if a Wire Center previously designated as Tier 2 becomes classified as Tier 1 after the Effective Date, then the following provisions shall be applicable:

- (i) CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website ("Non-impairment Notice Date"). CenturyLink may also provide CLEC with additional information CenturyLink relied upon in support of its designation, subject to any confidentiality protections which may be necessary or appropriate.
- (ii) CLEC will not order new DS1, DS3 and Dark Fiber UNE Loops/ Transport for the newly identified or reclassified Wire Centers beginning thirty (30) Days after the date of the notice ("Non-impairment Effective Date").
- (iii) If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, and submits a self-certification in accordance with (vi) below, then CLEC may submit orders to obtain high-capacity Loops or Transport UNEs in such Wire Center, and CenturyLink shall process such orders, until a determination is made pursuant to (vi) below that CLEC is not entitled to order high-capacity Loops or Transport in such Wire Center.
- (iv) Except as provided in (vi) below, CLEC must submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement within sixty (60) Days of the Non-impairment Notice Date, (except for Dark Fiber UNEs which shall be subject to the transition period specified in paragraph (v) below), and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable access service arrangements to a date which is sixty (60) Days after the Non-impairment Notice Date. If CLEC fails to submit the necessary orders before the end of sixty (60) Days from the Non-impairment Notice Date, CenturyLink will be entitled to convert the UNEs to comparable Access Services and to assess a non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.
- (v) Except as provided in (vi) below, CLEC must begin negotiations to disconnect or convert to an alternative service any Dark Fiber UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers within sixty (60) Days of the Non-impairment Notice Date, and CLEC shall be subject to back billing at a rate which is applicable to the alternative service, or if no alternative service is arranged, then at a rate which is equal to the highest special access Dedicated Transport rate available under CenturyLink's tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, CenturyLink may disconnect such dark fiber six (6) months after the Non-impairment Notice Date.
- (vi) If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, then CLEC shall have sixty (60) Days from the date of the CenturyLink Non-impairment Notice Date to provide a self-certification to CenturyLink that, to the best of CLEC's knowledge and based upon reasonably diligent inquiry undertaken by CLEC, which is also consistent with the FCC rules for non-impairment, the Wire Center does not meet the non-impairment thresholds. In such event, CLEC shall provide a blanket certification letter or other mutually agreed upon form to document its compliance with such diligent inquiry, including appropriate records that document

what information CLEC relied upon to support its self-certification, subject to any confidentiality protections which may be necessary or appropriate. If CLEC does not convert existing high-capacity Loop or Transport UNEs or CLEC submits orders for new high-capacity Loop or Transport UNEs pursuant to such self-certification and it is subsequently determined by mutual agreement of the Parties or pursuant to the Dispute Resolution procedures of the Agreement that the Wire Centers were properly classified or reclassified as Tier 2 or Tier 1 by CenturyLink, then CLEC shall have thirty (30) Days from the date of such determination to submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement (except for Dark Fiber UNEs which shall be subject to the transition obligations in paragraph (v) above) and shall be subject to back billing in the same manner as provided in paragraphs (iv) and (v) above, as the case may be.

- (e) For UNEs that are converted pursuant to paragraph (c) or (d)(iv) above, CenturyLink shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for the electronic service order change only charge where no physical work is required for the conversion. CLEC may be subject to termination, reconnection, disconnection and other applicable nonrecurring charges for conversion of UNEs ordered in violation of subparagraph (d)(ii) above (without self-certification) or conversion of UNEs ordered after the Non-impairment Effective Date pursuant to a determination under paragraph (d)(vi) that CenturyLink properly identified or reclassified the Wire Center.
- (f) Any disputes under this item 41.4.6 shall be resolved in accordance with the Dispute Resolution Procedures of the Agreement.

## **42 BONA FIDE REQUEST PROCESS**

- 42.1 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.
- 42.2 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.

### 42.3 Process

- 42.3.1 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.
- 42.3.2 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.
- 42.3.3 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.
- 42.3.4 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.
- 42.3.5 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.
- 42.3.6 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.
- 42.3.7 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.
- 42.3.8 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 42.3.9. If CenturyLink cannot provide an availability date that is within such ninety (90) day period, CenturyLink shall provide CLEC with a written notice of the availability date along with an explanation of the characteristics

of the project or other circumstances that require additional time, in which event CLEC shall have the right to propose any adjustments or assistance that would help to expedite the process and/or CLEC may cancel the project prior to the commencement of any implementation work.

- 42.3.9 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 16. CLEC's written acceptance must include payment of one-hundred percent (100%) of the non-recurring costs.

### **43 INDIVIDUAL CASE BASIS PRICING**

- 43.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 43.2 Notwithstanding anything herein, CenturyLink will provide any requested elements required by Section 251 of the Telecom Act pursuant to FCC and Commission rules.
- 43.3 CenturyLink will process ICB Pricing requests upon receipt from the CLEC. CenturyLink will provide CLEC a non-discriminatory price quote within thirty (30) Business Days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) Business Days from the receipt of the request.
- 43.4 CenturyLink will provide pricing based upon cost criteria, if any, developed by the Commission and the FCC to the extent applicable.
- 43.5 If the Parties are unable to agree upon pricing developed pursuant to this Section 43, either Party may invoke the Dispute Resolution procedures herein.

### **44 NETWORK INTERFACE DEVICE**

- 44.1 CenturyLink will offer unbundled non-discriminatory access to the Network Interface Device element (NID). The NID is defined as any means of interconnection of end user customer premises wiring to an incumbent LEC'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 loop to end user customer premises wiring, regardless of the specific mechanical design.
- 44.2 The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 44.3 CLEC may connect its NID to CenturyLink's NID either through a cross connect or through the end user's inside wiring; may connect an unbundled loop to CLEC's NID; or may connect CLEC's own Loop to CenturyLink's NID. CenturyLink will provide one NID termination with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request Section herein. CLEC shall not remove or disconnect NID modules, protectors or terminals (including test port connections) from CenturyLink's NID enclosures, except as otherwise permitted in Section 44.4.1.
- 44.4 CLEC shall not access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors, provided however, CLEC may elect to isolate CenturyLink's Local Loop from the Customer inside wiring within the NID on the end user access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID. CenturyLink, at the request of CLEC, will disconnect the CenturyLink Local Loop from the NID or will arrange access to the

network side of the NID for any purpose. The time and material charges reflected Table One will apply to any CenturyLink dispatch for any purpose initiated at CLEC's request. The phrase "end user access side of the NID" is descriptive and does not convey any ownership or usage rights. The demarcation point between the Local Loop (inclusive of the NID) and the end user's Inside Wire is established pursuant to 47 C.F.R. §68.105.

- 44.4.1 Isolation of CenturyLink's Local Loop from the Customer Inside Wiring is achieved by removing the Inside Wiring from the NID terminals and using appropriate methods and practices (e.g., capping wires with scotchlocks) to prevent the bare wires from coming in contact with such NID terminals. CLEC may not remove the test port wire from the test port as the isolation method (unless CLEC subsequently inserts a dummy test port plug with a rubber weather seal) since this may damage CenturyLink's active network by allowing the accumulation of corrosive moisture and short-circuiting insect debris within the test port.
- 44.5 CLEC may access the end user side of a CenturyLink NID for the purpose of disconnecting and capping off the end user's premises wiring or removing the end user's premises wiring for connection to CLEC's NID without incurring a charge from CenturyLink. Under no circumstances shall CLEC connect to either side of the NID or to the end user's Inside Wiring unless the CenturyLink network is first properly disconnected from the end user's Inside Wiring as set forth in this Section 44. Any access to the end user's side of a CenturyLink NID that involves the insertion of or use of any wiring owned or provided by CLEC in making a connection of any type to the end user premises wiring or to any CenturyLink NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID as a UNE.
- 44.6 Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a building, maintenance and control of the end user's Inside Wiring (i.e., on the end user's side of the demarcation point) is under the control of the end user. Conflicts between telephone service providers for access to the end user's Inside Wire on the end user's side of the demarcation point must be resolved by the end user. With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the end user's premises wire, or may connect with the end user's premises wire via CenturyLink's NID. CenturyLink will provide CLEC with information that will enable their technician to locate end user Inside Wiring at NIDs terminating multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 44.7 CenturyLink will not provide specialized (CenturyLink non-standard) NIDS. Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by CenturyLink based on the stand alone NID Charges set out in Table One.
- 44.8 The CenturyLink NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLEC's facility and shall maintain a connection to ground that meets applicable industry standards. CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other party's NID.
- 44.9 A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One. CenturyLink will also provide NIDs separately from loops for a separate price as shown in Table One, and CLECs shall order stand-alone NIDs whenever CLEC utilizes CenturyLink's NID in any fashion other than with an unbundled loop. .
- 44.10 CLEC shall be liable to CenturyLink for any damage to the NID caused by improper or unauthorized use of CenturyLink's NID by the CLEC, and in the event such damage occurs CenturyLink shall be entitled to seek injunctive relief to prevent NIDs further damage, in addition to any monetary damages that CenturyLink may be entitled to recover.

## 45 LOOP

- 45.1 CenturyLink will provide CLEC access to Local Loops, including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops are contained in Section 54.
- 45.2 At CLEC's request, and if Technically Feasible, CenturyLink will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request. To the extent CLEC requests testing that would require CenturyLink to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate CenturyLink for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Section 42.
- 45.2.1 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require CenturyLink's technician to work jointly with CLEC's staff ("Cooperative Testing" or "Joint Testing").
- 45.2.2 Cooperative testing is provided on service order activity only and will be provided by CenturyLink at CLEC's expense. CenturyLink technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact the CLEC's representative, and bill the CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set out in Table One.
- 45.2.3 Joint Testing is provided on maintenance activity only and will be provided by CenturyLink at CLEC's expense, when requested. CenturyLink technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If the CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact the CLEC's representative, and bill the CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set out in Table One. Loops involving multiplexing prohibit the reading of a short.
- 45.2.4 CenturyLink will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.
- 45.3 Analog Loop Capabilities
- 45.3.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.
- 45.3.2 CenturyLink will provide analog Loops as Copper Loops, Hybrid Loops, and where required by Applicable Law, FTTH Loops and FTTC Loops, based on available facilities.



#### 45.4 Digital Loops

- 45.4.1 CenturyLink will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in Section 45.6. On digital Loops, CenturyLink will only provide electrical continuity and line balance.
- 45.4.2 CenturyLink shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 45.4.3 Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink host or remote central office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

#### 45.5 Non-Standard Digital Loops

- 45.5.1 If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), CenturyLink will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 45.4 are applicable.

#### 45.6 Adherence to National Industry Standards

- 45.6.1 In providing advanced service loop technology, CenturyLink shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 45.6.2 Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
  - (a) complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - (b) is approved by an industry standards body, the FCC, or any state commission or;
  - (c) has been successfully deployed by any CLEC without significantly degrading the performance of other services.

- 45.6.3 Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under Section 45.6.2, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 45.6.4 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 45.6.5 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 46.2, the degraded service shall not prevail against the newly deployed technology.
- 45.6.6 If CenturyLink denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 45.6.7 Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 45.6.8 CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
  - (a) For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - (b) For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
  - (c) For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
  - (d) As an alternative to Section 45.6.8, CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard" and subsequent revisions of this document.

#### 45.7 Information to be Provided for Deployment of Advanced Services

- 45.7.1 Upon request, CenturyLink shall provide to CLEC:
  - (a) information with respect to the spectrum management procedures and policies that CenturyLink uses in determining which services can be deployed;
  - (b) information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

- (c) information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

45.7.2 In connection with the provision of advanced services, CLEC shall provide to CenturyLink the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

- (a) information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- (b) the SMC (*i.e.*, PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify CenturyLink in writing of the requested change in SMC (via a service order);
- (c) to the extent not previously provided CLEC must disclose to CenturyLink every SMC that the CLEC has implemented on CenturyLink's facilities to permit effective Spectrum Management.

#### 45.8 DS1 Loops

- 45.8.1 Subject to the cap in Section 45.8.2, CenturyLink will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the Effective Date of this Agreement are listed on CenturyLink's website.
- 45.8.2 CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.
- 45.8.3 Where CenturyLink is not required to provide unbundled DS1 loops pursuant to Sections 45.8.1 and 45.8.2, CLEC may not obtain new DS1 loops as UNEs.
- 45.8.4 Any DS1 loops that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 45.8.1 and 45.8.2 are subject to conversion as outlined in Section 41.4.6.

#### 45.9 DS3 Loops

- 45.9.1 Subject to the cap described in Section 45.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the Effective Date of this Agreement are listed on CenturyLink's website.
- 45.9.2 CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.
- 45.9.3 Where CenturyLink is not required to provide unbundled DS3 loops pursuant to Sections 45.9.1 and 45.9.2, CLEC may not obtain new DS3 loops as UNEs.

- 45.9.4 Any DS3 loops that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 45.9.1 and 45.9.2 are subject to conversion as outlined in Section 41.4.6
- 45.10 Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. CenturyLink is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
- 45.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, CenturyLink will
- (a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or
  - (b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end user.
- 45.11 Fiber Loops. CenturyLink is not required to provide CLEC with access to Dark Fiber Loop on an unbundled basis.
- 45.12 FTTH and FTTC Loops
- 45.12.1 New builds. CenturyLink will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when CenturyLink has deployed a FTTH or FTTC Loop to an end user customer premises that previously has not been served by any loop facility.
- 45.12.2 Overbuilds. CenturyLink will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when CenturyLink has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:
- (a) CenturyLink will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless CenturyLink has retired the Copper Loop as set forth below.
  - (b) If CenturyLink deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, CenturyLink will restore the Copper Loop to serviceable condition upon request and at CLEC's expense.
  - (c) Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop CenturyLink will comply with the notice requirements set forth in 251(c)(5) of the Act, §§51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.
- 45.13 Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.
- 45.13.1 CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 45.13.2 CLEC must specify on the order form whether each Loop should be tagged and labeled.
- 45.13.3 The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

## 46 SUBLOOPS

- 46.1 CenturyLink will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Subloops must be requested using the ICB process set forth in this Agreement due to the unique circumstances of each subloop project and the wide variety of circumstances that must be taken into account in provisioning of subloops. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.
- 46.2 CenturyLink is not required to provide CLEC access to dark fiber subloops.
- 46.3 Copper Subloops. CenturyLink will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyLink's outside plant, including inside wire owned or controlled by CenturyLink, and the end user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. CenturyLink is not obligated to offer feeder loop plant as a stand-alone UNE.
  - 46.3.1 An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 46.4 Multiunit premises wiring. CenturyLink will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in CenturyLink's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by CenturyLink at a multiunit customer premises between the minimum point of entry and the point of demarcation.
  - 46.4.1 An accessible terminal is any point in CenturyLink's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
  - 46.4.2 Upon request for interconnection at a multiunit premises where CenturyLink owns, controls, or leases wiring, CenturyLink will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 46.5 CenturyLink will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 46.6 Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in Section 45.6 and Section 47.
- 46.7 Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink host or remote central office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

## 47 OPERATIONS SUPPORT SYSTEMS (OSS)

- 47.1 CenturyLink will offer unbundled access to CenturyLink's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information. The OSS element includes access to all loop qualification information contained in CenturyLink's databases or other records, including information on whether a particular loop is capable of providing advanced services.

## 48 LOOP MAKE-UP INFORMATION

- 48.1 CenturyLink shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 48.2 Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 48.3 CenturyLink shall provide Loop Make-Up Information based on the individual telephone number or address of an end user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the CenturyLink LTD network.
- 48.4 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 48.5 CenturyLink may provide the requested Loop Make-Up Information to the CLECs in whatever manner CenturyLink would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (*i.e.*, fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 48.6 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
- 48.6.1 CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
  - 48.6.2 If CenturyLink undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and
  - 48.6.3 If CenturyLink undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 54.3 of this Agreement.

## 49 LOCAL CIRCUIT SWITCHING

- 49.1 CenturyLink is not required to provide access to local circuit switching on an unbundled basis.

## 50 DEDICATED TRANSPORT

- 50.1 CenturyLink shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis, as set forth in this Agreement. A “route” is a transmission path between one of CenturyLink’s Wire Centers or switches and another of CenturyLink’s Wire Centers or switches within the same LATA. A route between two points (e.g., Wire Center or switch “A” and Wire Center or switch “Z”) may pass through one or more intermediate wire centers or switches (e.g., Wire Center or switch “X”). Transmission paths between identical end points (e.g., Wire Center or switch “A” and Wire Center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 50.1.1 CenturyLink is not obligated to provide a requesting carrier with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink Wire Centers (i.e., entrance facilities). Further, CenturyLink is not obligated to provide OC-N and above Dedicated Transport facilities as a UNE.
- 50.2 Dedicated DS1 transport shall be made available to CLEC on an unbundled basis at the rates in Table One and as set forth below. Dedicated DS1 transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.
- 50.2.1 CenturyLink shall unbundle DS1 transport between any pair of CenturyLink Wire Centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 Wire Centers. As such, CenturyLink will unbundle DS1 transport if a Wire Center at either end of a requested route is *not* a Tier 1 Wire Center, or if *neither* is a Tier 1 Wire Center.
- 50.2.2 CLEC may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.
- 50.2.3 Where CenturyLink is not required to provide unbundled DS1 transport pursuant Sections 50.2.1 and 50.2.2, CLEC may not obtain new DS1 transport as unbundled Network Elements.
- 50.2.4 Any DS1 Dedicated Transport that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 50.2.1 and 50.2.2 are subject to conversion as outlined in Section 41.4.6.
- 50.3 Dedicated DS3 transport shall be made available to CLEC on an unbundled basis at the rates set forth in Table One and as set forth below. Dedicated DS3 transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.
- 50.3.1 CenturyLink shall unbundle DS3 transport between any pair of CenturyLink Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 wire centers. As such, CenturyLink will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
- 50.3.2 CLEC may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.
- 50.3.3 Where CenturyLink is not required to provide unbundled DS3 transport pursuant to Sections 50.3.1 and 50.3.2, CLEC may not obtain new DS3 transport as unbundled Network Elements.
- 50.3.4 Any DS3 Dedicated Transport that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 50.3.1 and 50.3.2 are subject to conversion as outlined in Section 41.4.6.

#### 50.4 Technical Requirements for DS1 and DS3 Dedicated Transport

50.4.1 Where technologically feasible and available, CenturyLink shall offer Dedicated Transport consistent with the underlying technology as follows:

- (a) When CenturyLink provides Dedicated Transport, the entire designated transmission circuit (e.g., DS1, DS3) shall be dedicated to CLEC designated traffic.
- (b) Where CenturyLink has technology available, CenturyLink shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

#### 50.5 Dedicated Dark Fiber Transport

##### 50.5.1 General Rules and Definition

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by CenturyLink, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- (b) CenturyLink will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:
  - (i) CenturyLink shall unbundle dark fiber transport between any pair of CenturyLink Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. CenturyLink will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
  - (ii) Where CenturyLink is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.
  - (iii) Any Dark Fiber transport that CLEC previously leased from CenturyLink, but which CenturyLink is no longer obligated to unbundle pursuant to 50.5 is subject to conversion as outlined in Section 41.4.

##### 50.5.2 Fiber Availability

- (a) Spare fibers in a sheath are not considered available if CenturyLink has plans to put the fiber in use within the current year or the following year.
- (b) CenturyLink will also maintain fibers to facilitate maintenance, rearrangements and changes. CenturyLink will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- (c) Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.



### 50.5.3 Access to Dark Fiber Transport

- (a) Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- (b) The CLEC that requests Dark Fiber must be able to connect to the CenturyLink fiber by means of fiber patch panel.
- (c) If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, CLEC must submit an ICB request for the purchase and installation of intraoffice cabling.
- (d) Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

### 50.5.4 Dark Fiber Application and Ordering Procedure

- (a) CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- (b) Within twenty (20) Business Days of receipt of DFA, CenturyLink will provide CLEC with a response regarding fiber availability and price.
  - (i) If Dark Fiber is not available, CenturyLink will notify CLEC of the DFA rejection.
  - (ii) CLEC will follow the Dispute Resolution Process provided in this Agreement if CLEC wishes to contest the rejection.
- (c) If Dark Fiber is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) Business Days of receipt of quote. CenturyLink will reserve the requested Dark Fiber for the CLEC during these ten (10) Business Days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- (d) After ten (10) Business Days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- (e) The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).
- (f) By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- (g) Due Date. CenturyLink will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. CenturyLink will allow CLEC to extend due date for firm order completion up to sixty (60) Business Days from the date CenturyLink receives firm order from CLEC. This extended due date must be specified on the firm order.

- (i) Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
  - (A) CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse CenturyLink for all costs incurred to date; or
  - (B) a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating CenturyLink for monthly recurring and non-recurring charges in order to reserve fiber, once CenturyLink is able to provide Dark Fiber to CLEC.

#### 50.5.5 Maintenance and Testing

- (a) CenturyLink is only responsible for maintaining the facilities that it owns.
- (b) CenturyLink will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- (c) For meet point arrangements, CenturyLink will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- (d) CenturyLink does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- (e) CenturyLink is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

#### 50.5.6 Rules for Take Back

- (a) CenturyLink reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- (b) CenturyLink will provide CLEC twelve (12) months written notice prior to taking back fiber.
- (c) If multiple CLECs have leased fiber within a single sheath, CenturyLink will take back the fiber that was the last to be leased.
- (d) CenturyLink will provide the CLEC with alternative transport arrangements when CenturyLink takes back working fiber.
- (e) The Dispute Resolution Procedures found in this Agreement will be followed if CLEC wishes to contest CenturyLink's decision to take back its leased fiber.

## 51 COMMINGLING

- 51.1 For the purpose of this Section, wholesale services includes both services CLEC procures for resale pursuant to §251(c)(4) and exchange access service purchased from CenturyLink's access Tariffs.
- 51.2 CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from CenturyLink, subject to Section 53.5.3. Upon request, CenturyLink will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from CenturyLink subject to Section 42. CLEC will compensate CenturyLink the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for

that component, plus applicable non-recurring charges. CenturyLink will not ratchet price individual components; that is, CenturyLink will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

## **52 LINE SPLITTING**

### **52.1 Line Splitting**

- 52.1.1 Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.
- 52.1.2 Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.
- 52.1.3 CenturyLink shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

52.2 When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, CenturyLink will bill the other carrier for the Line Splitting charges.

## **53 UNE COMBINATIONS**

53.1 CLEC may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.

### **53.2 General Terms and Conditions**

- 53.2.1 CenturyLink will allow CLEC to order each UNE individually in order to permit CLEC to combine UNEs with other UNEs obtained from CenturyLink as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with CenturyLink's network or in combination with any other Network Elements that are currently combined in CenturyLink's network. Upon request, CenturyLink will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in CenturyLink's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with CenturyLink's network. CLEC will compensate CenturyLink the costs of work performed to combine the requested UNEs. Any request by CLEC for CenturyLink to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 42 and made available to CLEC upon implementation by CenturyLink of the necessary operational modifications.

53.3 The provisioning of combinations, including EEL, is limited to existing facilities and CenturyLink is not obligated to construct additional facilities to accommodate any request by CLEC.

#### 53.4 Specific Combinations and Pricing

- 53.4.1 In order to facilitate the provisioning of EELs, CenturyLink shall support the ordering and provisioning of this specific combination as set forth below.

#### 53.5 CenturyLink Offers the Following Combinations of Network Elements

- 53.5.1 EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

- (a) CenturyLink will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where CenturyLink is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. CenturyLink will cross-connect unbundled 2- or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.
- (b) Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table One.

- 53.5.2 In order to obtain the EEL combinations below, a requesting CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, CLEC must recertify compliance with the EELs criteria within thirty (30) Days of the Effective Date of this Agreement. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. CenturyLink will offer the following EEL Combinations:

- (a) Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.
- (b) Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.
- (c) Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
- (d) Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.
- (e) Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
- (f) Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.
- (g) Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.
- (h) Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
- (i) Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

### 53.5.3 EEL Eligibility Criteria

- (a) CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
- (b) The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
  - (i) Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;
  - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to twenty-eight (28) local voice numbers assigned to it;
  - (iii) Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
  - (iv) Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:
    - (A) a collocation established pursuant to §251(c)(6) of the Act and located at CenturyLink's premises within the same LATA as the CLEC's customer's premises, when CenturyLink is not the collocator; or
    - (B) a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when CenturyLink is the collocator.
  - (v) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with CenturyLink for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
  - (vi) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- (c) CenturyLink has the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. CenturyLink will hire and pay for an independent auditor to perform the audit. CLEC will reimburse CenturyLink if the audit report concludes that CLEC failed to materially comply with the service eligibility criteria. CenturyLink may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to CenturyLink's audit rights in Part B of this Agreement.

## 54 MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK

### 54.1 Modifications to Unbundled Loop

54.1.1 CenturyLink will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. CenturyLink will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate CenturyLink for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or CenturyLink will provide a price quote via the ICB process.

- (a) In the case of unbundled loop facilities, a routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that CenturyLink ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

### 54.2 Modifications to Dedicated Transport

54.2.1 CenturyLink will make routine network modifications to unbundled Dedicated Transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. CenturyLink will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate CenturyLink for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. CenturyLink will provide routine network modifications at the rates on Table One or CenturyLink will provide a price quote via the ICB process.

- (a) In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

- 54.3 Loop Conditioning. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. CenturyLink will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 48 prior to submitting orders for loops intended for advanced services.
- 54.4 CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

## PART F – INTERCONNECTION

### 55 LOCAL INTERCONNECTION TRUNK ARRANGEMENT

55.1 The Parties shall establish two-way (bi-directional) trunks for the reciprocal exchange of combined Local Traffic, Transit Traffic, Local ISP-Bound Traffic, IntraLATA Toll VoIP-PSTN Traffic and IntraLATA toll traffic which is not routed to an IXC and separate two-way trunk groups for jointly provided switched access (as defined by MECAB and MECOD). The Parties shall use separate two-way Feature Group D trunks for any other traffic exchanged in TDM format by the Parties, except as provided in Section 55.1.5 of the Agreement, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event a Party routes any traffic to the other Party in violation of this section, that other Party shall be entitled to invoke the dispute resolution provisions of this Agreement, which may include seeking injunctive relief and recovering damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic which is not VoIP-PSTN Traffic.

#### 55.1.1 Leased Facility from CenturyLink

Where facilities exist, CLEC may lease Interconnection Facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and/or Direct Trunked Transport. The rates for Local Interconnection Entrance Facilities and Direct Trunked Transport are provided in Table 1. Local Interconnection Entrance Facilities and Direct Trunk Transport may not be used for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 55.1, Section 55.1.5 and Section 55.1.8. CenturyLink's special Access Service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities and Direct Trunked Transport, subject to Section 56.1(b)(1). CenturyLink's switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities and Direct Trunked Transport, subject to Section 56.1(b)(2).

55.1.2 With respect to any two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

- (a) The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").
- (b) The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements. CLEC agrees that the trunks which shall be converted will include End Office two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services which subtend a Tandem and will also include Tandem two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services.



- (c) After reviewing the trunking arrangements between the Parties that are existing as of the Effective Date, the Parties acknowledge and agree that there are no two-way trunks (one-way trunks directionalized in each direction) or one-way trunks for local services that are existing between the Parties as of the Effective Date that are subject to conversion in accordance with this Section 55.1.2.
  - (d) Notwithstanding this section 55.1.2, 911 trunks may continue to be provisioned as one-way directionalized trunks.
- 55.1.3 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of ISP-bound Traffic, other than Local ISP-bound Traffic. With respect to the exchange of ISP-bound traffic, but not Local ISP-bound Traffic, the Party serving the Internet service provider shall be required to order trunks or facilities from the appropriate Tariff or price list of the other Party for such purposes and will be obligated to pay the full cost of such trunks or facilities.
- 55.1.4 The Parties will make available to each other separate two-way trunks for the exchange of jointly provided switched access traffic. Comcast may provision such trunks over any facility that is larger than a DS1 (e.g. a DS3, OC3, OC12 or higher) which is used for direct interconnection under Section 55.2.
- 55.1.5 Except as otherwise specified herein, separate facilities and trunks must be utilized for connecting CLEC's switch to each CenturyLink SR. CLEC may order transport facilities from CenturyLink to connect to CenturyLink's SRs, at rates found in Table 1, or if ordered as switched or special access, then at rates found in the appropriate access tariff. Additionally, when diverse 911 facilities are requested by CLEC, CenturyLink will provide such diversity where technically feasible and facilities are available at rates found in Table 1, or if ordered as switched or special access, then at rates found in the appropriate access tariff. CLEC may provision 911/E911 trunks over the same facilities leased by CLEC from CenturyLink for the transport of non-emergency Local Traffic, but only if such facilities terminate at the same switch where the applicable CenturyLink SR is located. Notwithstanding the foregoing, nothing herein will limit CLEC's right to utilize self-provisioned or third party facilities for connecting CLEC's switch to each CenturyLink SR.
- 55.1.6 CLEC is responsible for provisioning its Interconnection Facilities to interface into CenturyLink's Tandem or End Offices at the DS1 level, including switch port and any muxing necessary for such purposes. Notwithstanding the foregoing, to the extent there are any existing Interconnection Facilities that interface at other than the DS1 level as of the Effective Date of this Agreement, CLEC will not be required to modify such existing interface.
- 55.1.7 Intentionally Left Blank.
- 55.1.8 Irrespective of how a facility is ordered, to the extent a facility leased from CenturyLink is used by CLEC for purposes other than for the reciprocal exchange of combined Local Traffic, Transit Traffic, Local ISP-Bound Traffic, IntraLATA Toll VoIP-PSTN Traffic, IntraLATA toll traffic which is not routed to an IXC and jointly provided switched access or for purposes of routing 911 traffic over facilities leased for the transport of non-emergency Local Traffic in accordance with Section 55.1.5, such facility will be billed pursuant to the access tariff of the Party from whom such facility were ordered.

## 55.2 Direct Interconnection Requirements

### 55.2.1 Point of Interconnection.

- (a) CLEC must establish a POI within each LATA, at any technically feasible point, on CenturyLink's network including Tandem Switch locations, End Office Switch locations, and mid-span fiber meets. Comcast may utilize any combination of its own facilities, leased network facilities from CenturyLink, and third-party provided facilities to interconnect at the POI. Subject to trunking requirements specified in Section 55.1, traffic may be delivered to each Point of Interconnection (POI) through Collocation arrangements offered by CenturyLink pursuant to this Agreement.
- (b) Where CenturyLink's network contains multiple Tandems in the LATA, CLEC must either (i) establish a POI at each Tandem (including establishing a MSFM to such tandems) where CLEC wishes to exchange (i.e., receive or terminate) traffic with CenturyLink or (ii) order DTT from its POI in the LATA to each such Tandem.
- (c) When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch and total traffic volumes exchanged between the Parties at that particular CenturyLink End Office exceeds the equivalent of three (3) DS1s for a period of three (3) consecutive months, CLEC must either (i) establish a POI at the CenturyLink End Office, or (ii) order DTT from their POI in the LATA to such End Office Switches.
- (d) CLEC shall establish an additional POI at any CenturyLink End Office that subtends a non-CenturyLink Tandem under the circumstances described in Section 61.1.4.

55.2.2 CLEC will be responsible for engineering and maintaining its network on its side of the POI. CenturyLink will be responsible for engineering and maintaining its network on its side of the POI and for facilities on the CLEC side of the POI that it leases to the CLEC.

55.2.3 Intentionally Left Blank.

55.2.4 The Parties may interconnect using a mid-span fiber meet either as a new interconnection or replacing an existing interconnection subject to the following terms, conditions and provisions:

- (a) The mid-span fiber meet point, as proposed, must be technically feasible and shall be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span fiber meet point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.
- (b) The mid-span fiber meet, as proposed, must be at a mutually agreed upon point within the area served by the CenturyLink Serving Wire Center where CenturyLink's fiber terminates for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement.
- (c) The construction of new facilities for a mid-span fiber meet is only applicable when traffic is or is forecasted to be within a 2:1 ratio of originating and terminating traffic either way between the Parties' networks.

- (d) CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the parties, or to the boundary of CenturyLink's Serving Wire Center, whichever is less. Such facilities shall consist only of any new construction needed to extend each Party's existing network to the mid-span fiber meet point and any construction and equipment which is needed at the mid-span fiber meet point itself.
  - (e) The location, equipment and work needed to establish the mid-span fiber meet point shall be subject to mutual agreement of the Parties provided however, either Party may invoke the dispute resolution provisions of the Agreement to the extent the Parties are unable to reach mutual agreement.
  - (f) Unless the Parties agree otherwise, the obligation to provision Interconnection Facilities to interface at a DS1 level pursuant 55.1.6 applies to any new Interconnection established using a mid-span fiber meet, and in which case multiplexing charges will not apply.
  - (g) Comcast may order circuits and assign trunks for routing jointly provisioned access traffic over the mid-span fiber meet arrangement. Subject to the terms of Section 55.1.5, Comcast may order circuits and assign trunks for routing 911/E911 services over the mid-span fiber meet arrangement if such facilities terminate at the same switch where the applicable CenturyLink SR is located.
- 55.2.5 If third party (*i.e.*, Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be deemed to be located at the CenturyLink End Office in which the third party's leased circuit terminates.
- 55.2.6 If CLEC chooses to interconnect with CenturyLink using a meet-point arrangement (*i.e.*, facilities jointly provisioned by CenturyLink and a third party LEC), CLEC may order those access facilities in accordance with industry standard ordering procedures. CenturyLink will invoice Comcast based on the order received from Comcast and accepted.
- 55.2.7 The CLEC shall be required to establish a CLLI Code for the message/switch ACTL at the CenturyLink wire center where the interconnection circuit terminates.
- 55.3 Technical Requirements for Interconnection Trunks
  - 55.3.1 Interconnection trunks established in accordance with this Part F to a CenturyLink Tandem
    - (a) Interconnection trunks to a CenturyLink Tandem Switch(es) will provide CLEC access to the CenturyLink End Office Switches and NXXs which subtend that Tandem(s), and access to the toll network.
    - (b) Interconnection trunks to a CenturyLink Tandem for transit purposes will provide access to Telecommunications Carriers which are connected to that Tandem Switch.
    - (c) Where a CenturyLink Tandem Switch also provides End Office Switch functions, interconnection to a CenturyLink Tandem serving that exchange will also provide CLEC access to CenturyLink's End Office Switches.
    - (d) The CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level or other technically feasible level, that may be agreed by the Parties.

### 55.3.2 Interconnection trunks to a CenturyLink End Office

- 55.3.2.1 Interconnection trunks established in accordance with this Part F to a CenturyLink End Office Switch will provide CLEC access to the CenturyLink NXX codes served by that End Office and any CenturyLink NXXs served by Remote Switches that subtend that End Office.
- 55.4.2 Interconnection trunks to a CenturyLink End Office will be established pursuant to Section 55.2.1 (c) or (d), depending on the Tandem Switch provider.
- 55.4.3 The CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level or other technically feasible level that may be agreed by the Parties.

## 56 INTERCARRIER COMPENSATION

### 56.1 Billing Elements for Interconnection Facility

- a. Local Interconnection Entrance Facility, DTT and Multiplexing.
  - 1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities, DTT and associated multiplexing are specified in Table 1.
  - 2. When DTT is provided to a Tandem Switch, the applicable DTT recurring and nonrecurring rates apply between the Serving Wire Center and the Tandem Switch.
  - 3. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch, as specified in Table 1. Upon request by CenturyLink, CLEC agrees to enter into negotiations of an amendment to this Agreement and Table 1 to reflect a standard DTT rate structure prior to implementation of billing system upgrades or conversions which enable such standardization. CLEC shall not be obligated to agree to or implement a standard rate structure for DTT that increases its overall costs for DTT over the existing rate structure.
  - 4. Shared Costs
    - (i) The cost of any two-way Local Interconnection Entrance Facility and/or DTT shall be shared among the Parties. CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink and CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility at the same rates charged by CenturyLink based on the portion defined in (ii) below.
    - (ii) CenturyLink's portion of the DTT and Local Interconnection Entrance Facility will be based on a factor calculated by CLEC using the MOUs listed below to assign the minutes for which CenturyLink is responsible.
      - All Local Traffic MOU that CenturyLink originates and sends to CLEC.
      - All CenturyLink originated IntraLATA Toll MOU that CenturyLink sends to CLEC which are not carried by an IXC.
      - All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

b. Interconnection Using Access Services

1. If CLEC chooses to provision Interconnection over a facility ordered as special Access Service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply to such facility. CLEC may order a Local Interconnection Entrance Facility or a Local Interconnection Facility combined with DTT to be provisioned over an existing facility (e.g. DS3) that was originally ordered and provisioned as special Access Service so long as the special Access Service facility covers the same entire route (i.e., beginning and end points), in which event the entire facility, including any portion of the facility (e.g. a DS1) which is subsequently ordered and provisioned as a Local Interconnection Entrance Facility or as a Local Interconnection Entrance Facility combined with DTT will be charged at the special Access Service tariff rates.
2. If CLEC chooses to provision Interconnection over a facility ordered as switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply to such facility. CLEC cannot order a Local Interconnection Entrance Facility, DTT or Multiplexing to be provisioned over a facility which is also used for switched Access Service.
3. CLEC may order a switched Access Service facility to be provisioned over an existing facility that was originally ordered and provisioned as special Access Service, in which event the portion of the facility which is subsequently ordered and provisioned as switched Access Service will be charged at switched access tariff rates and the remainder of the facility will be charged at special Access Service tariff rates.

c. Intentionally Left Blank.

d. Interconnection Facility Nonrecurring charges

1. Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.
2. Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.
3. If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

56.2 Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for transport and termination of the traffic which is subject to the Bill and Keep arrangement. All Local Traffic and Local ISP-Bound Traffic shall be exchanged between the Parties on a Bill and Keep basis.

56.3 Any Bill and Keep arrangement(s) which may be in effect between the Parties at any time shall not affect the respective rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for Transit Services provided in connection with any Transit Traffic. A Party that originates Transit Traffic shall be financially responsible for the transport and termination of such traffic, unless otherwise specifically stipulated herein.

56.4 VNXX Traffic.

56.4.1 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation. On or after the Effective Date of the Agreement, neither Party shall provide VNXX

Services unless the Party providing such VNXX Service first provides thirty (30) Days advance written notice to the other Party during which time, the Parties agree to negotiate percentage factors to reflect the amount of traffic that will be presumed to be originating or terminating VNXX Traffic and appropriate jurisdictional factors (subject to verification and modification, as necessary); provided however, that such factor shall not be implemented unless the amount of such traffic exchanged over local interconnection trunks exceeds (i) at least 50,000 minutes of use (MOU) per month or (ii) one-half of one percent (0.5%) of all the voice traffic of the Party providing the VNXX Service exchanged over such local interconnection trunks, whichever is greater. In the absence of a written agreement between the Parties stating otherwise, the Party that originates or terminates such VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic), shall be entitled to recover originating or terminating access charges except that the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic.

56.4.2 Either Party may perform traffic studies at any time, but no more frequently than twice during any twelve (12) month period, to determine if VNXX Traffic is being exchanged, and/or to verify the originating or terminating percentages of such traffic as set forth above, including jurisdictional use factors. The Parties will cooperate in connection with such traffic studies to determine the geographic location associated with telephone number(s) assigned using a VNXX Service. Should the traffic study indicate that VNXX factors (and appropriate jurisdictional factors) should be established or adjusted, the Parties agree to implement the correct percentage on a prospective basis (i.e., from the date of the traffic study) pursuant to advance written notice, without amending the agreement, but not covering any period prior to the implementation of a previous factor by the Parties. Any dispute arising from this Section 56 shall be resolved pursuant to the Dispute Resolution provisions of Section 25.

## 56.5 VoIP-PSTN Traffic

### 56.5.1 Local VoIP-PSTN Traffic.

56.5.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call since the actual geographic end points of a particular VoIP-PSTN Traffic call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution; e.g., if information is available to identify the actual geographic location of traffic originated or terminated to an end user. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

## 56.5.2 IntraLATA Toll VoIP-PSTN Traffic

56.5.2.1 CLEC and CenturyLink will exchange IntraLATA Toll VoIP-PSTN Traffic, including any IntraLATA Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's terminating access rates, as intrastate and interstate access rates for terminating traffic are at parity. Any non-Local Traffic which is not IntraLATA Toll VoIP-PSTN Traffic or IntraLATA toll traffic shall be routed in accordance with Section 55.1 above. VoIP-PSTN Traffic will be identified as IntraLATA Toll VoIP-PSTN Traffic or Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call since the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for IntraLATA Toll VoIP-PSTN Traffic based on regulatory or technological evolution; e.g., if information is available to identify the actual geographic location of traffic originated or terminated to an end user. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

56.5.2.2 The Parties do not agree that compensation at CenturyLink interstate access tariff rates is due to CenturyLink for the portion of facilities used for Toll VoIP-PSTN Traffic. The Parties do agree that the portion of facilities used for Toll VoIP-PSTN Traffic and/or the volume of such Toll VoIP-PSTN Traffic are at a level such that the efforts and costs in establishing a Facilities Percent VoIP-PSTN Usage (Facility-PVU) factor and applying the Facility PVU exceed the value in the amounts that would be paid and therefore the entire facility will be billed pursuant to the rates for Local Interconnection Entrance Facility, muxing and Direct Trunked Transport without application of the Facility-PVU. In the event that the portion of facilities used for Toll VoIP-PSTN Traffic in any month is more than ten percent (10%), either Party may notify the other Party to negotiate an amendment to the Agreement to establish a Facility-PVU and the appropriate compensation for the portion of facilities used for Toll VoIP-PSTN Traffic, provided however, neither Party herein waives its rights with respect to what the appropriate compensation for such facilities shall be. The Parties understand and agree that the effective date of any such amendment would be the date of any such request.

56.5.2.2.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. The Facility-PVU factor may be updated by a further amendment mutually negotiated by the Parties.

- 56.5.2.2.2 Any factors established by the Parties under Section 56.5.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.
- 56.6 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 56.7 Intentionally Left Blank.
- 56.8 Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.
- 56.9 Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from CenturyLink or CLEC internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement
- 56.9 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), as appropriate, and called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be correctly populated and unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used by a Party then the ChN must be included in the ANI field if different from the CPN.
- 56.10 For terminating Jointly-Provided Switched Access, CenturyLink will pass all SS7 signaling information including, without limitation, any CPN and JIP received from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, Carrier Identification Codes (CIC) CCS platform and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.



## 57 SIGNALING NETWORK INTERCONNECTION

- 57.1 CenturyLink will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. CenturyLink's signaling service will be charged at tariff rates to CLECs that order such service.
- 57.2 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in GR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, CenturyLink signaling services to link its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's STPs to connect to CenturyLink's STPs via "B" or "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the CenturyLink Tariff.
- 57.3 Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls may include the appropriate Trunk Type Modifier in the common line circuit (CLCI) - Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls may include a different appropriate Trunk Type Modifier in the CLCI-Message code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. CenturyLink will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 57.4 Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide CenturyLink an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and CenturyLink. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or CenturyLink internal customer demand for 64K CCC trunks.
- 57.5 Signaling Systems
- 57.5.1 Signaling Link Transport
- 57.5.1.1 Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a CenturyLink STP site.
- 57.5.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

- 57.5.2 Signaling Transfer Points (STPs). STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.
- 57.6 Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the CenturyLink SS7 network. These functions include:
- 57.6.1 CenturyLink local switching or Tandem Switching;
- 57.6.2 CenturyLink Service Control Points (SCPs)/Databases if arranged for under separate agreements;
- 57.6.3 Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
- 57.6.4 Third party provider STPs subject to any additional conditions or terms of the Third Party.
- 57.7 Interface Requirements. CenturyLink shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the CenturyLink SS7 network:
- 57.7.1 An A-link interface from CLEC local switching systems; and
- 57.7.2 B- or D-link interface from CLEC STPs.
- 57.7.3 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
- 57.7.3.1 An A-link layer shall consist of two (2) links,
- 57.7.3.2 A B- or D-link layer shall consist of four (4) links,
- 57.8 Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the CenturyLink STP is located. Interface to CenturyLink's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

## **58 TRUNK FORECASTING**

- 58.1 The Parties shall work towards the development of joint forecasting responsibilities 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. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other 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. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
- 58.1.1 Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and End Office trunks and meet point trunks and Tandem-subtending End Office equivalent trunk requirements) for no more than two years (current plus one year);
- 58.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
- 58.1.2.1 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 either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 58.1.3 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 58.1.4 In addition, CLEC shall provide a trunk forecast when establishing a Point of Interconnection.
- 58.1.5 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 58.1.6 Trunking can be established to Tandems or End Offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and CenturyLink.
- 58.1.7 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 engineer facilities at the higher forecast, the Parties agree to abide by the following:
  - 58.1.7.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
  - 58.1.7.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to CenturyLink.
  - 58.1.7.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 58.2 Grade of Service. An overall blocking standard of one percent (1%) shall be maintained during the average time-consistent busy hour, as defined by standard trunk traffic engineering standards. For purposes of implementing such overall blocking standard, the following more particular trunking requirement shall be applicable.
  - (1) Direct End Office trunk groups are to be engineered with a blocking standard of one percent (1%) (i.e. B.01).
  - (2) For final trunk groups between a CLEC End Office and a CenturyLink access Tandem carrying meet point traffic a blocking objective of one-half percent (.5%) shall be maintained (i.e. B.005).
  - (3) Trunks to access Tandems carrying Jointly Provided Switched Access Traffic and all other Tandem trunk groups are to be engineered with a blocking objective of one-half percent (.5%) (i.e. B.005).
  - (4) 911 trunks shall be engineered with a minimum blocking objective of one-half percent (.5%) (i.e. B.005) or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.
- 58.3 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, reciprocal ASR (RASR) or another industry standard eventually adopted to replace the ASR for trunk ordering.

## 59 NETWORK MANAGEMENT

- 59.1 Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.
- 59.1 Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 59.2 Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

## 60 TRANSIT TRAFFIC

- 60.1 To the extent network arrangements as provided in this Section 60 exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) other CLECs, (2) other ILECs (including any CenturyLink ILEC affiliates who may be a Party to this Agreement, other than the CenturyLink ILEC affiliate providing the Transit Service), and (3) CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink Tandem Switch to which the terminating carrier is interconnected. Except where temporary capacity constraints would otherwise cause Transit Traffic to be blocked or impaired, CLEC agrees not to route Transit Traffic to a non-CenturyLink Tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within CenturyLink's tandem serving area. If CenturyLink is charged terminating compensation by a terminating carrier for any such double tandem traffic routed by CLEC, CLEC, upon receipt of billing data adequate to validate such charges or costs, shall reimburse CenturyLink for terminating compensation paid by CenturyLink to the terminating carrier. CenturyLink will make commercially reasonable efforts to notify CLEC of the billings within a month of the identification of such billings. If Comcast disputes the right of the terminating carrier to charge terminating compensation for such traffic, or to charge any particular rate, then CenturyLink will cooperate (at no out of pocket expense to CenturyLink) with efforts by Comcast to obtain reimbursement from the terminating carrier for amounts that were improperly charged and received by the terminating carrier, provided however, that CenturyLink's right to be reimbursed by Comcast pursuant to this paragraph shall not be contingent or conditional upon reimbursement from the terminating carrier. If the terminating carrier subsequently agrees to remit reimbursement to CenturyLink for terminating compensation charges that were improperly charged and collected, but the terminating carrier will not remit such amounts directly to Comcast, then upon CenturyLink's receipt of such reimbursement from the terminating carrier, CenturyLink will further remit such amounts to Comcast.
- 60.2 The Parties may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill.
- 60.3 Terms and Conditions
  - 60.3.1 In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed from the

originating Party. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.

60.3.2 The terminating Party is responsible for billing the originating company for traffic terminated on its network.

#### 60.4 Payment Terms and Conditions

60.4.1 The originating Party shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to the Transiting Party.

60.4.2 CLEC may be required to pay CenturyLink the Transit Service rate for Transit Traffic routed by an ILEC through CenturyLink for delivery to CLEC to the extent the Commission has ruled that terminating carriers are responsible for such transit charges.

60.4.3 Comcast represents and warrants that it is not providing Transit Service as of the Effective Date of this Agreement. If, on or after the Effective Date of the Agreement, Comcast desires to provide Transit Service and route Transit Traffic of a third party to CenturyLink, then the Parties agree to conduct good faith negotiations to amend this Agreement to set forth appropriate rates, terms and conditions applicable to Comcast providing such Transit Service. If the Parties are unable to negotiate such amendment within sixty (60) Days of a written request from Comcast to negotiate such amendment, either Party may invoke the dispute resolution terms of this Agreement for resolution. Comcast will not route such third party traffic to CenturyLink unless and until the Parties have reached a mutual agreement on such amendment or until any applicable dispute resolution process has been concluded. The terms of such amendment may include, without limitation, (i) a provision that prohibits Comcast from routing any third party traffic to CenturyLink unless the third party has confirmed, in writing, that it has entered into a separate written agreement with CenturyLink governing the terms, conditions, and compensation arrangements with respect to such traffic, and (ii) provisions setting forth the necessary capabilities of any switch facilities used for Transit Services, including any appropriate LERG updates, designations and practices.

#### 60.5 Billing Records and Exchange of Data

60.5.1 Parties will use their best efforts when transporting Transit Traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators received.

60.5.2 Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC transiting billing records (i.e. EMI Cat. 11 records) on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. Such records will be provided to CLEC at the charges shown in Table One, however, if the CLEC requests additional copies of such records, to the extent CenturyLink incurs additional cost in providing such billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information.

60.5.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

- 60.6 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of a DS1 of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. Notwithstanding any other provision to the contrary, CenturyLink reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the Tandem is at or approaching capacity limitations so long as CenturyLink does so in a nondiscriminatory manner relative to other CLECs, CMRS providers and ILECs using the same Tandem for Transit Service. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, or additional extension of time as the Parties may mutually agree, if CLEC cannot demonstrate it has made good faith efforts to order or establish a direct interconnection with such third party, CenturyLink at its sole discretion, shall provide thirty (30) Days advance notice to CLEC that CenturyLink will discontinue providing Transit Service to CLEC at the end of the thirty (30) Day notice period.

## **61 INDIRECT TRAFFIC**

### **61.1 Exchange Of Indirect Traffic**

- 61.1.1 The exchange of Indirect Traffic (as defined below) between the Parties shall be subject to the terms, provisions and requirements of this Agreement. For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service.
- 61.1.2 For purposes of exchanging Indirect Traffic (as defined below) there is no physical or direct point of interconnection or physical direct trunk groups between the Parties, therefore neither Party is required to construct new facilities or make mid-span fiber meet arrangements available to the other Party for such Indirect Traffic.
- 61.1.3 CLEC must interconnect at the Tandem Switch which CenturyLink's End Office subtends in order to exchange Indirect Traffic with CenturyLink.
- 61.1.4 Notwithstanding any other provision to the contrary, once the volume of Indirect Traffic exchanged between the Parties at a CenturyLink End Office exceeds a DS1 equivalent of traffic for three (3) consecutive months, CLEC must establish a direct interconnection for the mutual exchange of traffic pursuant to Section 55. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.
- 61.1.5 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 61.1.6 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network.
- 61.1.7 For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company. Any direct costs incurred by the terminating Party to obtain the records from a third party will be billed back to the originating Party.

## 61.2 Compensation for Indirect Traffic

- 61.2.1 Each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting third party. After Indirect traffic exceeds a DS1 equivalent for three (3) consecutive months, if CLEC has not established a direct interconnection ninety (90) Days after CenturyLink notifies CLEC in accordance with Section 21, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier for Local Traffic, ISP-Bound Traffic or VNXX Traffic originated by CenturyLink. Notwithstanding the foregoing, if CLEC is unable to establish direct End Office trunking within the ninety (90) Day period due to the fault of CenturyLink, including but not limited to, unavailable facilities, CenturyLink shall continue to pay any transit charges for its originating traffic until such direct End Office trunking can be implemented.
- 61.2.2 Non-Local and Non-ISP-Bound Indirect Traffic
- 61.2.2.1 Compensation for the termination and/or origination of non-Local Traffic, non-ISP-Bound Traffic and 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 61.2.2.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.
- 61.2.3 Local Traffic and local ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F of this Agreement.
- 61.2.4 The originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic, call detail samples, or traffic study documentation. The terminating Party shall apply the PLU to any MOUs over the single trunk group that don't have sufficient call detail in calculating the termination charges for such MOUs.

## 62 USAGE MEASUREMENT

- 62.1 Each Party shall calculate terminating interconnection minutes of use 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.
- 62.2 Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

## 63 RESPONSIBILITIES OF THE PARTIES

- 63.1 CenturyLink and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B and as otherwise set forth in this Agreement.

- 63.2 CLEC and CenturyLink shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 63.3 CLEC and CenturyLink shall:
  - 63.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 63.3.2 Notify each other when there is any change affecting the service requested, including the due date.
  - 63.3.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
  - 63.3.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
  - 63.3.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
  - 63.3.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
  - 63.3.7 Provide to each other test-line numbers and access to test lines.
  - 63.3.8 Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.



## PART G – LOCAL NUMBER PORTABILITY

### 64 INTRODUCTION

- 64.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:
- 64.1.1 Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.
  - 64.1.2 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number, also known as Old Service Provider.
  - 64.1.3 Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
  - 64.1.4 Local Number Portability (LNP): The in-place method of providing number portability.
  - 64.1.5 Recipient Party: The Party that is initiating the number port request and is receiving the ported number, also known as New Service Provider.
  - 64.1.6 Simple Ports: Those ports meeting the FCC's definition of "Simple" ports.
  - 64.1.7 Ten-Digit Unconditional Trigger Method (TDT): An industry-defined LNP solution that utilizes the ten-digit Local Routing Number (LRN) to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the End User.
- 64.2 Both Parties agree to conform and provide LNP pursuant to FCC rules, regulations and orders.
- 64.3 The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, and do not mandate location portability. Provided however, upon mutual written agreement the Parties may agree to location portability within the LATA.
- 64.4 The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
- 64.4.1 Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
  - 64.4.2 When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported only if requested by the end user.
  - 64.4.3 NXX Availability. NXXs shall be available for porting subject to the following:
    - 64.4.3.1 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used

internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.

- 64.4.3.2 End User Non-Payment. The Parties will port numbers for customers whose service has been suspended for non-payment. However, neither Party will port numbers once the customer's service has been disconnected.
- 64.4.3.3 Inactive Numbers. Neither Party will port numbers not currently being used by a Party's end user or not previously reserved on an existing end user's account.
- 64.4.3.4 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 64.4.3.5 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
- 64.4.4 Local Number Portability (LNP) orders for Simple Ports may not be expedited.
- 64.4.5 Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.
- 64.4.6 Ordering. A Party requesting a number to be ported must send the other Party a service order. The Parties will exchange and adhere to the other Party's LNP standard practices, which practices shall comply with applicable FCC rules, regulations and orders.
- 64.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of non-standard requests such as coordinated cutovers and after hours cutover requests, to the extent offered by the Donor Party. The Parties shall use a project management approach for requests exceeding 50 telephone numbers.
- 64.4.8 Process for Number Porting Orders
  - 64.4.8.1 Ten-Digit Trigger Method (TDT)
    - 64.4.8.1.1 Where technically feasible, both Parties will use the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not technically feasible.
  - 64.4.8.2 Coordinated Hot Cuts (CHC)
    - 64.4.8.2.1 Where the Parties agree or a Party is required to provide a CHC, the Parties shall follow the process and procedures for such CHCs set forth in the Donor Party's standard practices, which shall be available on their web site.

#### 64.4.8.2.2 Pricing for Number Portability CHCs

- a. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional time and material rates set forth in Table One.
- b. Coordination of Service Order work will be at the requesting Party's expense. Any such work performed by CenturyLink at Comcast's request outside normal business hours (i.e., other than 8:00 a.m. to 5:00 p.m.) or during weekends and holidays will be subject to the overtime or premium rates, as applicable, for "other labor" as set forth in CenturyLink's interstate tariff.
- c. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

64.4.9 Service Order Charge. The Party receiving the service order will bill the Service Order charge set forth in Table One for each Service Order received. The Party will bill the Service Order charge for a Service Order, regardless of whether that Service Order is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any Service Order submitted to clarify, correct, change or cancel a previously submitted Service Order.

64.4.10 Intentionally Left Blank.

64.4.11 The Recipient Party shall become responsible for the end user's ancillary services, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the port of the end user's telephone number to its switch is completed.

### 65 TESTING

- 65.1 Prior to port order submission, CLEC will conduct testing with CenturyLink as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26 unless such testing has previously been conducted between the Parties.
- 65.2 Intentionally left blank.
- 65.3 Each Party must be NPAC certified. After initial LNP implementation any additional testing, excluding testing pursuant to Section 65.4, requested by a Party will be done at the requesting Party's expense.
- 65.4 Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 65.5 Parties shall cooperate in testing performed to ensure interconnectivity between systems. Each Party shall notify the other Party at least sixty (60) days in advance of any system updates that may affect LNP interoperability. Each Party shall, upon mutual agreement, jointly perform tests to validate the updated operations.

## **66 ENGINEERING AND MAINTENANCE**

- 66.1 Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 66.2 It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements, where applicable. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

## **67 E911/911**

- 67.1 When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.
- 67.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

## **68 BILLING FOR PORTED NUMBERS**

- 68.1 Except as set forth in this paragraph, neither Party shall charge the other Party for activities related to the porting of numbers. The applicable rates on Table One shall be charged for the following types of orders:
  - 68.1.1 A Service Order Charge will be applicable when a Party submits an LSR for an LNP order.
  - 68.1.2 A Customer Service Record ("CSR") charge shall apply to standalone orders for such data, whether or not such CSR order is subsequently followed by an LNP for any end user(s) whose data was requested.
  - 68.1.3 A Service Charge – Listing Only shall apply to a standalone order (Electronic or Manual as the case may be) submitted for purposes of requesting a change, deletion or addition of directory listings, as set forth in Section 75.3, if such change, deletion or addition was not otherwise reflected on an LNP order.
- 68.2 Notwithstanding any other terms of this Agreement, should an order be rejected on the basis that the validation criteria are incorrect and it is subsequently demonstrated that the order correctly reflects the data for the validation fields as are on the CSR, the submitting party shall not be charged for re-submitting the order, including any supplemental or change order charges.

**PART H – INTENTIONALLY LEFT BLANK**

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## **PART I – NON-251 SERVICES**

### **70 CALL-RELATED DATABASES**

- 70.1 CenturyLink will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database and Number Portability database. Calling Name (CNAM) database services are subject to execution of a separate commercial agreement. CenturyLink reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

70.1.1 Intentionally left blank.

70.1.2 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of CenturyLink's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

## **PART J – GENERAL BUSINESS REQUIREMENTS**

### **71 PROCEDURES**

#### **71.1 Contact with End Users**

- 71.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.
- 71.1.2 Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.
- 71.1.3 CenturyLink shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid CenturyLink's marketing or sales efforts.

#### **71.2 Expedite and Escalation Procedures**

- 71.2.1 CenturyLink and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, CenturyLink and CLEC will establish intercompany contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.
- 71.2.2 No later than thirty (30) Days after CLEC's request CenturyLink shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for CenturyLink's unbundled Network Elements, features, functions, and resale services are inoperable.

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

- 71.4 A "Customer Service Record" charge applies when a Party requests a summary of the services currently subscribed to by the End User Customer.

#### **71.5 Service Offerings**

- 71.5.1 CenturyLink shall provide CLEC with access to new services, features and functions concurrent with CenturyLink's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.
- 71.5.2 Essential Services. For purposes of service restoration, 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.

- 71.5.3 Blocking Services. Upon request from CLEC, employing CenturyLink-approved LSR documentation, CenturyLink shall 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.
- 71.5.4 Training Support. CenturyLink shall 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.

## 72 ORDERING AND PROVISIONING

- 72.1 Ordering and Provisioning Parity. CenturyLink shall 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 the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 72.1 National Exchange Access Center (NEAC)
  - 72.1.1 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.
  - 72.1.2 The NEAC shall provide to CLEC a nationwide telephone number available during its normal business hours Monday through Friday answered 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.
  - 72.1.3 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 and at other times as agreed upon by the parties to meet end user demand.
- 72.2 Intentionally left blank.
- 72.3 CLASS and Custom Features. Where generally available in CenturyLink's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 72.4 Number Administration/Number Reservation
  - 72.4.1 CenturyLink shall provide testing and loading of CLEC's NXX on the same basis as CenturyLink provides itself or its affiliates. Further, CenturyLink shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity 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.



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

72.4.3 For simple services number reservations and aging of CenturyLink's numbers, CenturyLink shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, CenturyLink shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

## 72.5 Service Order Process Requirements

### 72.5.1 Service Migrations and New Subscriber Additions

- (a) For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, 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.
- (b) For services provided through UNEs, CenturyLink shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber 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.
- (c) 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.
- (d) For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- (e) 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 expense.
- (f) A general Letter of Agency (LOA) initiated by CLEC or CenturyLink will be required to process PLC or PIC change orders. Providing an LOA, or a copy of an LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or CenturyLink. CLEC and CenturyLink agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate

documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

72.5.2 Intercept Treatment and Transfer Service Announcements. CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated CenturyLink subscribers for all service disconnects, suspensions, or transfers.

72.5.3 Due Date

- (a) Each Party shall supply the ordering Party with due date intervals to be used by its personnel to determine service installation dates.
- (b) Each Party shall use reasonable efforts to complete orders by the requested Due Date within agreed upon intervals.
- (c) Subscriber Premises Inspections and Installations
  - (i) CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
  - (ii) CenturyLink shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered CenturyLink's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- (d) Firm Order Confirmation (FOC)
  - (i) Each Party shall provide a Firm Order Confirmation (FOC) for each order received from the other Party. The FOC shall contain the appropriate data elements as defined by the OBF standards.
  - (ii) For a revised FOC, the Parties shall provide standard detail as defined by the OBF standards.
  - (iii) Each Party shall provide to the ordering Party the date that service is scheduled to be installed.

72.5.4 Order Rejections. A Party shall reject and return any order that it cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from the ordering Party ordering service at less than the standard order interval. When an order is rejected, the rejecting Party will, in its reject notification, specifically describe all of the reasons for which the order was rejected. A Party may reject any orders when the customer desired due date conflicts with published order provisioning interval requirements. Provided however, expedited orders will be processed in accordance with a Party's plan as published on providing Party's Website.

#### 72.5.5 Service Order Changes

- (a) In no event will a Party change a service order without a new service order from the ordering Party directing said change. If an installation or other ordered work requires a change from the original service order in any manner, the ordering Party shall initiate a revised service order. If requested by the ordering Party, the providing Party shall then provide an estimate of additional labor hours and/or materials.
- (b) When a service order is completed, the cost of the work performed will be reported promptly to the ordering Party.
- (c) If a CLEC subscriber requests a service change at the time of installation or other work being performed by CenturyLink on behalf of CLEC, CenturyLink, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

72.6 Network Testing. CenturyLink shall perform all its standard pre-service testing prior to the completion of the service order.

72.7 Service Suspensions/Restorations. Upon CLEC's request through an industry standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. CenturyLink shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

72.8 Order Completion Notification. Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

72.9 Specific Unbundling Requirements. CLEC may order and CenturyLink shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual Network Elements should it desire to do so.

#### 72.10 Systems Interfaces and Information Exchanges

##### 72.10.1 General Requirements

- (a) The Parties shall provide Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
- (b) CenturyLink agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and CenturyLink.
- (c) If the method of CenturyLink connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.
- (d) It is the responsibility of each Party to provide the other Party with an appropriate letter of authorization when a third party or a service bureau is involved and is placing orders on its behalf.

72.10.2 For any prospective subscriber, each Party shall provide the other Party with access to that subscriber's CPNI without requiring a signed LOA, subject to applicable rules, orders, and decisions, and based on a Party's blanket representation that subscriber has authorized such Party to obtain such CPNI.

- (a) Each Party's preordering Electronic Interface includes the capability to provision CPNI from the other Party. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
- (b) The Parties agree to execute carrier changes as specified by the FCC in 47 CFR §64.1120 et seq.
- (c) In the event a subscriber complains about an unauthorized carrier change, the failure of a Party to provide the necessary proof of verification of the carrier change to the appropriate governmental agency in a timely manner shall be considered a material breach of this Agreement.
- (d) The cure period in Section 5.2 for material defaults shall not affect either Party's obligation to comply with the requirements of 47 CFR §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) Days. In addition, a Party may seek immediate Commission intervention, apart from the ordinary Dispute Resolution provision of this Agreement, if there is good reason to believe that access to electronic preordering interfaces is being used by another Party for improper purposes.

72.11 CLEC may use CenturyLink's ordering process (IRES) to:

- 72.11.1 assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 72.11.2 schedule dispatch and installation appointments at Parity.
- 72.11.3 access CenturyLink subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
- 72.11.4 access CenturyLink information systems which will allow CLEC to provide service availability dates at Parity.
- 72.11.5 transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

72.12 Standards. CLEC and CenturyLink shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

### 73 PROVISION OF USAGE DATA

- 73.1 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by

or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. CenturyLink shall record for CLEC the messages that CenturyLink records for and bills to 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. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. 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.

### 73.1 General Procedures

73.1.1 CenturyLink shall comply with various industry and OBF standards referred to throughout this Agreement.

73.1.2 CenturyLink shall comply with OBF standards when recording and transmitting Usage Data.

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

- (a) Use of CLASS/LASS/Custom Features that CenturyLink records and bills for its end users on a per usage basis.
- (b) Calls to Information Providers (IP) reached via CenturyLink facilities will be provided in accordance with Section 73.1.7
- (c) Calls to Directory Assistance where CenturyLink provides such service to a CLEC end user.
- (d) 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.
- (e) Access records related to long distance calling.
- (f) For CenturyLink-provided Centrex Service, station level detail.

73.1.4 Retention of Records. 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.

73.1.5 CenturyLink shall provide to CLEC Recorded Usage Data for CLEC end users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

73.1.6 CenturyLink shall not bill directly to CLEC subscribers 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.

73.1.7 CenturyLink will record 976/N11 calls and transmit them to the Information Provider (IP) for billing. CenturyLink will not bill these calls to either the CLEC or the CLEC's end user.

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

- 73.1.9 CenturyLink shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.1.10 CenturyLink shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.1.11 CLEC shall provide a single point of contact responsible for receiving usage transmitted by CenturyLink and receiving usage tapes from a courier service in the event of a facility outage.
- 73.1.12 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.

## 73.2 Charges

- 73.2.1 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.
- 73.2.2 CenturyLink will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (*i.e.*, Billing Number).
- 73.2.3 CenturyLink will deliver a monthly statement for Wholesale Services in the medium (*e.g.*: NDM, paper, or CD-ROM) requested by CLEC as follows:
  - (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, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay CenturyLink for providing such call detail;
  - (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
  - (d) CenturyLink agrees to provide information on the end user's selection of special features where CenturyLink maintains such information (*e.g.*, billing method, special language) when CLEC places the order for service;
  - (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
  - (f) CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. CenturyLink shall also bill CLEC for additional copies of the monthly invoice.
- 73.2.4 For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.

### 73.3 Central Clearinghouse and Settlement

- 73.3.1 CenturyLink and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 73.3.2 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.

### 73.4 Lost Data

- 73.4.1 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 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.
- 73.4.2 Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.4.1 above. 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.
- 73.4.3 Complete Loss. When CenturyLink is unable to recover data as discussed in Section 73.4.1 above 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, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.4.4 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.
- 73.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, 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.
- 73.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), CenturyLink shall use volumes from the two (2) preceding Sundays.
- 73.4.7 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.

### 73.5 Testing, Changes and Controls

- 73.5.1 The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.
- 73.5.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review. This review may be included as part of an Audit of CenturyLink by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between CenturyLink and CLEC 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.
- 73.5.3 CenturyLink Software Changes
- (a) When CenturyLink plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated CenturyLink personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.
  - (b) CenturyLink shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.
  - (c) CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with CenturyLink and shall arrange to have the data tested utilizing the modified software if required.
  - (d) If it is necessary for CenturyLink to request changes in the schedule, content or format of usage data transmitted to CLEC, CenturyLink shall notify CLEC.
- 73.5.4 CLEC Requested Changes:
- (a) CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
  - (b) When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

### 73.6 Intentionally left blank.

### 73.7 Rejected Recorded Usage Data

- 73.7.1 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.
- 73.7.2 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.



## 74 GENERAL NETWORK REQUIREMENTS

- 74.1 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.
- 74.1 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.
- 74.2 CenturyLink shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours a day, seven (7) days a week.
- 74.3 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 74.4 CenturyLink shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled Network Elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 74.5 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:
  - 74.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink end users; and
  - 74.5.2 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.
- 74.6 CenturyLink shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by CenturyLink in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 74.7 CenturyLink shall give maximum 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.
- 74.8 Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.9 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. Once the Electronic Interface is established between CenturyLink and CLEC, CenturyLink agrees that CLEC may report troubles directly to a single CenturyLink repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 74.10 Upon establishment of an Electronic Interface, CenturyLink shall notify CLEC via such Electronic Interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.

- 74.11 CenturyLink shall perform all testing for resold Telecommunications Services.
- 74.12 CenturyLink shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, CenturyLink shall provide CLEC with the disposition of the trouble.
- 74.13 If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

## **75 MISCELLANEOUS SERVICES AND FUNCTIONS**

- 75.1 The services described in Section 75 shall only be available to the CLEC under this Agreement (i) when CenturyLink is providing the service to itself, (ii) in areas where CenturyLink is providing such service to CenturyLink's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that CenturyLink does not provide the services described in this Section 75 to itself, or the requested service is not available to CenturyLink's end user subscribers in such areas but CenturyLink does offer such service or analogous service to other carriers. CLEC may secure any desired services under nondiscriminatory terms in a separate commercial agreement with CenturyLink.
- 75.2 Basic 911 and E911 Service
  - 75.2.1 E911 Universal Emergency Number Service is provided by CenturyLink to CLEC serving end users in a geographic area where CenturyLink is the 911 Service Provider.
  - 75.2.2 CenturyLink's Responsibilities: When CenturyLink is designated by the PSAP as the primary or sole 911 Service Provider in a geographic area in which CLEC furnishes local telephone exchange service, CenturyLink shall have the obligations in this Section.
    - (a) Call Routing
      - (i) CenturyLink will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
      - (ii) CenturyLink will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, CenturyLink will route the call to the "Default" ESN assigned to CLEC's 911 trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "Default" ESN. If the ANI is forwarded by CLEC but no ALI record is found in the 911 DBMS, CenturyLink will report this "No Record Found" condition to CLEC in accordance with NENA standards.
    - (b) Facilities and Trunking
      - (i) CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's SR, at rates found in Table 1 or, if ordered as switched or special access, then at rates found in the appropriate access tariff. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where technically feasible and facilities are available at rates found in Table 1, or if ordered as switched or special access, then at rates found in the appropriate access tariff.

- (ii) Upon written request by CLEC, CenturyLink shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or rate centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

(c) Database

- (i) Where CenturyLink manages the ALI database, CenturyLink shall store CLEC's 911 records.
- (ii) Where CenturyLink is the ALI database provider, CenturyLink shall coordinate access to the CenturyLink DBMS for the initial loading and updating of CLEC's 911 records. For such purposes, CenturyLink will provide CLEC, or its agent, with access to WebDBMS, which is a customer interface to the DBMS which restricts CLEC access to CLEC records only, and is used for viewing and coordinating electronic file processing of such 911 records. CLEC shall be responsible for maintaining confidentiality and use of any password to the WebDBMS issued by CenturyLink to CLEC, provided, however, CLEC may share access to WebDBMS and associated passwords with its agent but solely for the agents use in enabling CLECs 911 service.
- (iii) CenturyLink ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall only be allowed in the event the DBMS is not functioning, or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table One.
- (iv) CenturyLink will provide an error and status report for CLEC's End User records received from CLEC. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to CLEC.
- (v) Where CenturyLink manages the ALI database, CenturyLink shall provide CLEC with one electronic file containing the Master Street Address Guide (MSAG) annually for each county in the State for which this Agreement is applicable, in which CenturyLink is the 911 Service Provider, and in which CLEC exchanges Local Traffic with CenturyLink.. Additional copies of the MSAG file are available at the rate set forth in Table One.
- (vi) Where CenturyLink manages the ALI database, CenturyLink shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.

75.2.3 CLEC's Responsibilities. Where CenturyLink is the 911 Service Provider, CLEC shall have the obligations in this Section.

(a) Call Routing

- (i) CLEC will transport 911 calls to the applicable CenturyLink Selective Router.
- (ii) Where supported by CenturyLink and where technically feasible, CLEC may implement 911 Service using a Dynamic 911 solution.

- (iii) CLEC will forward the ANI information of the party calling 911 to the applicable CenturyLink Selective Router.
- (b) Facilities and Trunking
  - (i) CLEC or its agent shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. CLEC or its agent will provision these transport facilities in accordance with applicable NENA standards. At its option, CLEC or its agent may order such transport facilities from CenturyLink at the rates found in Table 1. CenturyLink's Access Services are available as an alternative, and when CLEC or its agent chooses to order switched or special access facilities from CenturyLink, the appropriate CenturyLink access tariff rates apply instead of rates in Table 1. CLEC or its agent shall engineer its 911 Trunks to attain the grade of service specified in 58.2.4.
  - (ii) CLEC acknowledges that End Users in a single local calling area may be served by different SRs, and that CLEC or its agent shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.
  - (iii) CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC or its agent serves if the PSAP for such county or geographic area has a specified varying default routing condition. If CLEC uses MF signaling, it must transmit 911 traffic over a separate 911 trunk group for each NPA (area code) served by affected PSAPs.
  - (iv) Where diverse routing to CenturyLink SRs is desired by CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then CLEC is responsible for ordering diverse transport facilities at CLEC's expense. At CLEC's option these diverse transport facilities to interconnect the CLEC or its agent to CenturyLink's SR may be ordered from CenturyLink at rates found in Table 1 or, if ordered as switched or special access from CenturyLink, then at the rates found in the appropriate access tariff.
  - (v) CLEC is responsible for determining and maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the CenturyLink SR.
  - (vi) CLEC or its agent shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, CLEC or its agent shall order additional dedicated 911 facilities from CenturyLink at the rates set forth in Table One, or require its agent to order such facilities.
  - (vii) CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

- (c) Selective Router Port Charges/Terminations for Connecting Companies.
  - (i) When CLEC is provisioning 911 trunks, CLEC will be charged a monthly recurring and one-time selective router port charge per trunk to establish the connection to each applicable SR that provides connectivity for incoming 911 trunks to enable CLEC access to the emergency services network.
- (d) Database
  - (i) Once 911 Trunks have been established and tested between CLEC and appropriate SRs, CLEC or its agent shall be responsible for providing CLEC's records to CenturyLink for inclusion in CenturyLink's ALI database, which may be performed by an agent of CLEC.
  - (ii) The Parties shall each assign a 911 database point of contact responsible for ALI information management and coordination purposes.
  - (iii) CLEC, directly or through an agent, shall provide initial and ongoing updates of CLEC's 911 records that are MSAG-valid in electronic format based upon established NENA standards. CLEC shall provide information on new subscribers to CenturyLink within one (1) Business Day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from CLEC. If CenturyLink detects an error in the CLEC provided data, the data shall be returned to the Company ID owner CLEC within two (2) Business Days from when it was provided to CenturyLink. CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table One.
  - (iv) CLEC assumes all responsibility for the accuracy of the data that CLEC or its agent provides to CenturyLink.
  - (v) CLEC shall adopt use of a Company ID on all CLEC 911 records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
  - (vi) CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- (e) Other
  - (i) CLEC, or its agent, shall obtain its own pANIs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these pANIs to CenturyLink for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, CLEC, or its agent, shall promptly obtain the appropriate number of additional pANIs to be allocated to each PSAP as may be appropriate under the circumstances.

- (ii) CLEC is responsible for collecting from its retail End Users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity or entities specified by law.
- (iv) If CLEC intends to use an agent to handle its 911 arrangements, it must first execute a letter of authorization acceptable to CenturyLink confirming that such agent will be subject to any limitations, restrictions and obligations that apply to CLEC in accordance with the ICA, tariff or state or federal laws, with respect to its actions on behalf of CLEC, and confirming that CLEC will be responsible for any breach of confidentiality obligations, and will indemnify and hold CenturyLink harmless from and against claims, damages or losses relating to the actions or omissions of the agent to the same extent that CLEC would be liable to CenturyLink to the same extent that CLEC would be liable if the same had been taken or omitted directly by CLEC.

#### 75.2.4 Responsibilities of Both Parties

- (a) Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated CenturyLink 911 Selective Router(s).
- (b) Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- (c) CenturyLink and CLEC will cooperate to promptly test all trunks and facilities between CLEC's switch and the CenturyLink SR(s) in accordance with industry standards.
- (d) CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network. CLEC is responsible for advising CenturyLink of the 2-6 code (TSC) and the fact that the trunk group is a 911 trunk group when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to CLEC if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 75.2.5 CenturyLink 911 Transit Service

- (a) When CenturyLink is not the Primary 911 Service Provider, CenturyLink may provide a 911 transit service to transport CLEC's 911 calls to the primary 911 Service Provider designated by the applicable PSAP(s). This section becomes applicable when CLEC utilizes 911 transit service from CenturyLink. Such 911 transit service is subject to the rates set forth in Table One, which 911 transit charges shall be in addition to any applicable charges for 911 Service provided to CLEC.
- (b) Where CLEC utilizes CenturyLink's 911 transit service:
  - (i) CLEC holds CenturyLink harmless from and against any liability to CLEC or its end users arising from any failure by PSAP(s) or their designated agent(s) to properly route, receive or respond to 911 calls.

- (ii) CLEC will take appropriate steps to notify all PSAP(s) within CLEC's service territory with accurate contact information, including a name and telephone number that can be used by the PSAP(s) to reach CLEC in the event of 911 network problems or an emergency requiring availability of a contact. CenturyLink shall have no liability to CLEC arising out of any failure by the CLEC to provide PSAP(s) with appropriate contact information, and to update such information as needed.
- (iii) CLEC indemnifies CenturyLink from and against fees or charges, if any, that a third party might seek to assess for transporting CLEC's 911 calls beyond the point of interconnection established between CenturyLink and the PSAP(s) designated agent or the primary 911 Service Provider.

#### 75.2.6 Methods and Practices

- (a) Each Party will comply with all of the following to the extent that they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission.

#### 75.2.7 Ordering

- (a) CLEC will identify geographic territory CLEC will provide service in trunk forecast submitted to CenturyLink. CLEC will be informed of the applicable SR(s) and configuration required by CenturyLink as part of the pre-ordering process
- (b) CLEC is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which CLEC is implementing service in, and to provide required information to such PSAP(s) or government entities as required by such PSAP(s) or government entities prior to initiating the pre-ordering process for 911 Service provided by CenturyLink.

#### 75.2.8 Basis of Compensation

- (a) Compensation to CenturyLink for provision of 911 Service will be in accordance with the charges set forth in Table One.
- (b) Charges will begin on the date of connection to 911 service.
- (c) In satisfaction of CLEC orders or requests related to 911 Service, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Section. In such event CenturyLink is entitled to reimbursement from CLEC for all such costs provided that CenturyLink first notifies CLEC of the costs and obtains CLEC's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis (ICBs) non-recurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

#### 75.2.9 Liability.

- (a) Service is provided by CenturyLink subject to State statutory limitation of liability and the following subsections.
- (b) CenturyLink's entire liability to CLEC or any person for interruption or failure of any aspect of 911 Service shall be limited by the terms set forth

in this Section, and in any Section 10, Limitation of Liability. 911 Service is offered solely to assist CLEC in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to CLEC, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than CLEC. CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by acts or omissions act of any person other than CenturyLink, or arising from the use of CLEC provided facilities or equipment.

- (c) CenturyLink shall not be liable for damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyLink in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to PSAPs or other agencies responding to calls using such information to provide a 911 Service.
- (d) It is the obligation of CLEC to properly route all 911 calls from CLEC's End Users. CenturyLink shall not have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of CLEC's service area.

### 75.3 Directory Listings Service

75.3.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in Directory Listings databases; and (ii) submit CLEC subscriber information for inclusion in published directories. For avoidance of doubt, the Listings Service Request process does not obligate CLEC to provide any subscriber list information to CenturyLink.

75.3.2 Intentionally Left Blank.

75.3.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:

- (a) Migrate "As Is". Retain all white page listings for the end user in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- (b) Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- (c) CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
  - (i) LISTED means the listing information is available for all directory requirements;
  - (ii) NON-LISTED means the listing information is available for directory assistance purposes, but the information does not appear in the published directory;
  - (iii) NON-PUBLISHED means that the listing information is not available in either the published directory or directory assistance.

75.3.4 Based on changes submitted by CLEC, CenturyLink shall update directory listings data for CLEC end users who:

- (a) Disconnect Service;
- (b) Change Local Provider;



- (c) Install Service;
  - (d) Change any service which affects DA information;
  - (e) Specify Non-Solicitation; and
  - (f) Change categories from Non-Published, Non-Listed, or Listed.
- 75.3.5 CenturyLink or its directory publisher may establish formatting rules for submitting listings, and such rules will be provided to CLEC or made available on CenturyLink's website for wholesale services.
- 75.3.6 CenturyLink shall not charge for storage and maintenance of CLEC subscriber information in the DL system.
- 75.3.7 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher except where such act or omission is the result of willful misconduct or negligence on the part of CenturyLink.
- 75.3.8 CLEC acknowledges that for a CLEC end user's name to appear in a directory, CLEC must either (i) submit an LSR reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an end user listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR. All orders will be subject to applicable charges reflected on Table 1.
- 75.3.9 CLEC directory listings submitted to CenturyLink under this section shall be provided pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the Parties.
- 75.3.10 Traditional White Pages Listings.
- (a) CenturyLink shall include in its master end user system database all white pages listing information for CLEC end users whose information was properly submitted using an LSR.
  - (b) One basic White pages listing for each CLEC end user shall be included at no charge to CLEC or its end users other than the applicable LSR fees. A basic White Pages listing is defined as a end user name, address and one primary telephone number.
  - (c) CLEC shall not charge CenturyLink for Listings submitted via the CenturyLink LSR process. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.
  - (d) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC end users.
  - (e) In addition to a basic White Pages listing, CenturyLink will provide tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's end users.
  - (f) CenturyLink, or its directory publisher, will provide White Pages distribution services to CLEC end users, in areas where CenturyLink is providing such service to CenturyLink's end user subscribers, at no additional charge to CLEC, at times of regularly scheduled distribution to all customers. CenturyLink represents that the quality, timeliness, and

manner of such distribution services will be at Parity with those provided to CenturyLink and to other CLEC customers.

- (g) CenturyLink will accord CLEC customer listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC end user proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both CenturyLink and CLEC will not be deemed a violation of this confidentiality provision.
- (h) CenturyLink will provide CLEC's end user listing information to any third party to the extent required by Applicable Rules.

#### 75.4 Other Directory Services.

- 75.4.1 Both Parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon CenturyLink's directory publisher.
- 75.4.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the Information Pages of those of its White Pages directories containing information pages, if CLEC requests and meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 75.4.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

#### 75.5 Directory Assistance Data.

- 75.5.1 Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.
- 75.5.2 Under a separate agreement, CenturyLink will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:

- (a) Subscriber records. CLEC shall have access to the same subscriber record information that CenturyLink used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.
- (b) Data Transfer. CenturyLink shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in CenturyLink's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the CenturyLink provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

## **PART K – REPORTING STANDARDS**

### **76 GENERAL**

- 76.1 CenturyLink shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, CenturyLink's performance under this agreement shall be provided to CLEC at parity with the performance CenturyLink provides itself for like service(s).

## **PART L – COLLOCATION**

### **77 SCOPE OF COLLOCATION TERMS**

- 77.1 CenturyLink will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to CenturyLink pursuant to the Act (including 47 USC §251(c)(2)) and for obtaining access to CenturyLink's UNEs pursuant to the Act (including 47 USC §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 USC §251(c)(6)).
- 77.2 Prices and fees for collocation and other services under this Agreement are contained in Table Two.
- 77.3 This Agreement states the general terms and conditions upon which CenturyLink will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing Telecommunication Service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by CenturyLink or others in accordance with this Agreement.

### **78 TERMINATION OF COLLOCATION SPACE**

- 78.1 CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to CenturyLink. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to CenturyLink until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to CenturyLink in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 78.2 CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 78.3 Upon termination of CLEC's right to possession of a Collocation Space for cause, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Provided however, if CLEC is unable to vacate the Collocation Space within thirty (30) Days, despite its good faith efforts to do so, CenturyLink shall grant CLEC such additional time as may be reasonably necessary to complete removal of its equipment. Such extensions shall not exceed sixty (60) Days, and CLEC shall be liable for monthly recurring costs during any such extension. Failure to surrender the Collocation Space within thirty (30) Days, or any agreed upon extension, shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property, except in cases where such damage to equipment or injury is due to the gross negligence or willful malfeasance of CenturyLink, its officers, agents or employees.
- 78.4 Should CenturyLink under any Section of this Agreement remove any of CLEC's equipment from its Collocation Space, CenturyLink will release to CLEC any equipment removed by CenturyLink only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, following written notice by

CenturyLink and opportunity to cure as provided in this Agreement, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

- 78.5 CLEC shall surrender all keys, access cards and CenturyLink-provided photo identification cards to the Collocation Space and the Building to CenturyLink, and shall make known to CenturyLink the combination of all combination locks remaining on the Collocation Space.
- 78.6 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives available, CenturyLink shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other CenturyLink-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or CenturyLink's tariffs to provide Telecommunications Services to its end user customers. In such cases, CenturyLink will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 78.7 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from CenturyLink, in which event, CenturyLink shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

## **79 COLLOCATION OPTIONS**

- 79.1 Cageless. CenturyLink will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. CenturyLink shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2 Caged. CenturyLink will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. CenturyLink will provide guidelines and specifications upon request. Based on CLEC's request, space for cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. CenturyLink shall permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by CenturyLink ("Approved Contractors"), provided, however, that CenturyLink shall not unreasonably withhold approval of contractors. Approval by CenturyLink shall be based on the same criteria it uses in approving contractors for its own purposes. The Approved Contractor shall be subject to CenturyLink Security standards and will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Approved Contractor shall bill CLEC directly for all work performed for CLEC and CenturyLink will have no liability for, nor responsibility to pay, such charges imposed by the Approved Contractor. CLEC must provide the local CenturyLink Building contact with one access key used to enter the locked enclosure. Except in case of emergency, CenturyLink will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization
  - 79.2.1 CenturyLink has the right to review CLEC's plans and specifications prior to allowing construction to start. CenturyLink will complete its review within fifteen (15) Days of receipt of such plans. When CLEC performs the construction of the physical space, CLEC will notify CenturyLink in writing when construction of

physical collocation space is complete. CenturyLink has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. CenturyLink can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

- 79.3 Shared (Subleased) Caged Collocation. CLEC may allow other Telecommunications Carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other Telecommunications Carriers ("Guests"). CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Included in this notification, will be an Augment Application that outlines the equipment to be installed by the Guest. An Augment Application Fee will only be rendered for this application in the event that additional engineering or preparation work by CenturyLink is required in accordance with §81.1.2**Error! Reference source not found.** Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement, including that Guest may only locate equipment necessary for interconnection to CenturyLink and accessing CenturyLink's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC §251(c)(3), 47 USC §251(c)(2), and 47 CFR §51.323(b-c).
- 79.3.1 As Host, CLEC will be the sole interface and responsible party to CenturyLink for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, CenturyLink will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.
- 79.3.2 CenturyLink will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with CenturyLink utilize a shared collocation cage, CenturyLink will permit each CLEC to order UNES and provision service from the shared collocation space, regardless of which CLEC was the original collocater.
- 79.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4 Adjacent Collocation. CenturyLink will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other state and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.
- 79.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (*i.e.*, racking, conduits, etc.) to the CenturyLink point of interconnection. Should CLEC elect such an option, CLEC must arrange with an Approved Contractor to construct an Adjacent Arrangement structure in accordance with this Agreement.

- 79.4.2 CenturyLink maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 79.4.3 CenturyLink will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as CenturyLink's.
- 79.4.4 Subject to CLEC being on the waiting list, in the event that space in an CenturyLink Premises becomes available, CenturyLink will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the CenturyLink Premises.
- 79.5 Contiguous Space. To the extent possible, CenturyLink will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6 Virtual Collocation. CenturyLink will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 USC §251(c)(6) and 47 CFR §51.321).
  - 79.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, which is needed for the virtual collocation, and in consideration of \$1 and the other benefits derived by CLEC from such virtual collocation arrangement, CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties. Upon termination of the virtual collocation arrangement, CLEC is responsible for the labor cost of removing the equipment from the Premises, as reflected in Table Two.
  - 79.6.2 CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
  - 79.6.3 CenturyLink will install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's affiliates or third parties. CLEC will be charged labor charges as identified on Table Two. The following services are not covered by this Agreement:
    - (a) services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
    - (b) service of attached, related, collateral or ancillary equipment or software not covered by this Section;
    - (c) repairing damage caused to CLEC's collocated equipment by persons other than CenturyLink, or its authorized contractors, or



- (d) repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.
- 79.6.4 CLEC warrants that CenturyLink shall have quiet enjoyment of the equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
  - (a) In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written notice to CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.
- 79.6.5 CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table Two.

## 80 DEMARCATION POINT

- 80.1 CenturyLink will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, CenturyLink will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and CenturyLink's equipment. CenturyLink will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.
- 80.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 80.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, CenturyLink will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, CenturyLink will provide and install the required DC power panel.

## 81 APPLICATION PROCESS

- 81.1 CLEC will submit a current collocation application (the "Application") found on CenturyLink's website to initially request Collocation Space or modifying the use of an existing Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
  - 81.1.1 CLEC will complete the Application, and return it along with the appropriate Application Fee, to CenturyLink. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements.

- CenturyLink will not process an Application until both the Application and the applicable Application fee are received.
- 81.1.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
  - 81.1.3 Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
  - 81.1.4 If Collocation Space is unavailable, the Application fee will be refunded in its entirety. If CLEC withdraws its request, the Application fee, less the costs incurred by CenturyLink (e.g., engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2 If CLEC wishes CenturyLink to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. CenturyLink will not select for CLEC the type of collocation to be ordered.
- 81.3 Within ten (10) Days after receiving CLEC's Application for collocation, CenturyLink will inform CLEC whether the Application meets each of CenturyLink's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten (10) Days after being informed of them, CLEC shall retain its original position within any collocation queue that CenturyLink maintains. If CenturyLink informs CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 81.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 81.5 CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 81.5.1 CenturyLink will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
  - 81.5.2 In order to increase the amount of space available for collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.

- 81.6 After notifying the CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), CenturyLink will allow the CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.
- 81.6.1 If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 81.6.2 On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 81.6.3 CenturyLink will simultaneously notify the Telecommunications Carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise CLEC as to its position on the list.
- 81.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 81.6.5 CenturyLink will maintain on its Website a notification document that will indicate all Premises that are without available space. CenturyLink will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7 CenturyLink will provide a price quote within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, CLEC does not notify CenturyLink that physical collocation should proceed.
- 81.9 CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.

- 81.10 Space preparation for the Collocation Space will not begin until CenturyLink receives the BFFO and all applicable fees, including non-recurring charges for services as listed in Table Two or as specifically identified in the response to the Application.

## **82 SPACE RESERVATION**

- 82.1 The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 81. Neither CenturyLink, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other Telecommunications Carriers seeking to reserve collocation space for their own future use.

## **83 PROVISIONING INTERVALS**

- 83.1 CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. CenturyLink will complete construction of Adjacent Collocation arrangements (as defined in Section 79.3) within one hundred-twenty (120) Days of receipt of a BFFO. If CenturyLink is unable to complete its work as provided herein, the Parties may agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver. Provisioning intervals for augments are set forth in Section 86 below.

## **84 CONSTRUCTION AND COMMENCEMENT OF BILLING**

- 84.1 Intentionally left blank.
- 84.2 CenturyLink shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CenturyLink when CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that CenturyLink is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of CenturyLink to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 84.3 To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses as may be necessary; provided however; that CenturyLink shall identify any additional expense, including an explanation of such expenses, and obtain CLEC's approval of such expenses. Subject to the foregoing approval, CLEC shall pay the incremental cost incurred by CenturyLink as the result of any revision to the Collocation request.
- 84.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act and to the extent such costs have been identified by CenturyLink and approved by CLEC prior to commencement of work, incurred by CenturyLink to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs, identified by CenturyLink and approved by CLEC prior to the commencement of work, to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire

suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances adopted after the Effective Date of this Agreement. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided by CenturyLink to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. CenturyLink must advise CLEC if extraordinary costs will be incurred. If the Parties cannot agree as to the amount or allocation of such costs, either Party may initiate the Agreement's dispute resolution procedures.

- 84.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6 To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink will notify CLEC when construction of a Collocation Space is complete. If such work is being done by an Approved Contractor, then both Parties shall jointly confirm with the Approved Contractor about progress and completion of the work. The Parties will complete an acceptance walk through of each provisioned Collocation Space. CenturyLink or the Approved Contractor, as applicable, will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7 If the CLEC occupies the space prior to the acceptance walk through, billing will commence effective the date of occupancy.
- 84.8 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **85 EQUIPMENT**

- 85.1 CLEC may only locate equipment necessary for interconnection to CenturyLink or accessing CenturyLink's unbundled Network Elements in accordance with Applicable Rules, including but not limited to 47 USC §251(c)(3), 47 USC §251(c)(2), and 47 CFR §51.323(b-c).
- 85.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to the CLEC or their CenturyLink approved contractor on the CLEC's behalf. No CLEC equipment or supplies may be delivered (other than by CLEC or their CenturyLink approved contractor) to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.
- 85.3 As required in Section 81, CLEC will identify network equipment prior to locating it in the Collocation Space. CenturyLink will review such equipment prior to installation and will, within the same timeframe under this Agreement that CenturyLink is required to respond to CLEC's request for collocation space, identify any equipment that CenturyLink believes (1) does not meet Telcordia Network Equipment and Building Specifications ("NEBS")

Level 1 safety requirements or (2) is not necessary for interconnection or access to unbundled Network Elements.

- 85.4 CenturyLink will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies collocation of CLEC's equipment, citing safety standards, CenturyLink must provide to CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CenturyLink will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.
- 85.5 CLEC must notify CenturyLink in writing that collocation equipment installation is complete and is operational with CenturyLink's network. If CLEC fails to place operational telecommunications equipment in the collocated space and either interconnect to CenturyLink or install UNEs to its collocation arrangement (per 47 USC 251 §251(c)(6)) within one-hundred-eighty (180) Days of CLEC's acceptance of CenturyLink's price quote, or other time period mutually agreed to by the CLEC and CenturyLink, CenturyLink may terminate the applicable Collocation Space upon written notice. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **86 AUGMENTS AND ADDITIONS**

- 86.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of CenturyLink, CenturyLink may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
- 86.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments fee will apply as reflected in Table Two. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light.
- 86.3 CLEC must submit an augment Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed forty-five (45) Days from BFFO. If special or major construction is required, CenturyLink will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

## 87 USE OF COMMON AREAS

- 87.1 CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by CenturyLink from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that CenturyLink shall have the right to reserve parking spaces for CenturyLink's exclusive use or use by other occupants of the Building. CenturyLink does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. CenturyLink does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of CenturyLink, and CenturyLink shall have the right to change the level, location and arrangement of parking areas and other common areas, as CenturyLink may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as CenturyLink may from time to time impose, consistent with CLEC's right to access its Collocation Space.
- 87.2 CenturyLink, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by CenturyLink, for the non-exclusive use of CLEC, CenturyLink and any other Building occupant. CLEC shall not waste or permit the waste of water.
- 87.3 CenturyLink shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, CenturyLink shall provide no security specific to CLEC's Collocation Space. CenturyLink shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless CenturyLink has failed to provide Building and Premises security in accordance with its normal business practices.
- 87.4 CenturyLink shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by any Approved Contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by CenturyLink.

## 88 CO-CARRIER CROSS CONNECTION

- 88.1 Co-carrier cross-connects ("CCXCs") are connections between CLEC and another collocated Telecommunications Carrier other than CenturyLink, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same CenturyLink premises, provided that the collocated equipment is also used for interconnection with CenturyLink and/or for access to CenturyLink's unbundled network elements. CenturyLink shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same CenturyLink premises in compliance with and to the extent permitted under 47 CFR 51.323(h). CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.
- 88.1.1 CenturyLink will provide CCXCs at the prices listed in Table Two for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request.
- 88.1.2 CenturyLink shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same CenturyLink Premises without application or charges to CLEC.
- 88.1.3 In those cases where CLEC's Virtual and/or Physical collocation space is adjacent in the Central Office, CLEC may have the option of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or

optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to CenturyLink's technical and safety standards.

- 88.2 The term "adjacent" in this Section 88 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 CFR §51.323(k)(3).

## 89 RATES

- 89.1 The rates for collocation are listed on Table Two.
- 89.2 If CLEC is the first collocater in the CenturyLink premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 89.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If CenturyLink is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, CenturyLink will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should CenturyLink benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should CenturyLink be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), CenturyLink shall absorb all of the costs related to such an upgrade.
- 89.4 Facility Modifications
- 89.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 89.4.2 If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. That party will be responsible for its share of the modification costs.
- 89.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 89.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 89.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.



## 90 CENTURYLINK SERVICES AND OBLIGATIONS

- 90.1 CenturyLink shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. CenturyLink shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to CenturyLink in its Application which CLEC hereby represents to CenturyLink is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of CenturyLink or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.
- 90.1.1 If CLEC locates equipment or facilities in the Collocation Space which CenturyLink determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by CenturyLink in the Building, CenturyLink reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to CenturyLink. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 90.2 If CenturyLink, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, CenturyLink will provide written notice to the CLEC that electricity provided is insufficient and require that additional electrical circuits be installed to provide CLEC with additional electricity. CLEC may dispute or accept such determination in a written notice within thirty (30) Days of receipt of request by CenturyLink. If accepted, CLEC shall reimburse CenturyLink for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. Any rejection by CLEC of the determination will be subject to dispute resolution under this Agreement. CLEC shall also pay for additional electricity provided via these circuits.
- 90.2.1 CLEC covenants and agrees that CenturyLink shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
- 90.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.
- 90.2.3 Central office power supplied by CenturyLink into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the Parties.
- 90.2.4 CenturyLink shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.

- 90.2.5 CenturyLink power equipment supporting CLEC's equipment shall:
  - 90.2.5.1 Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar CenturyLink equipment;
  - 90.2.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar CenturyLink equipment;
  - 90.2.5.3 Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
  - 90.2.5.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus two (2) feet to the left or right of CLEC's final request; and
  - 90.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 90.2.6 CenturyLink shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2
- 90.2.7 CenturyLink will provide CLEC with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in CenturyLink facility. CenturyLink shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 90.3 CenturyLink shall provide fire protection systems in CenturyLink Buildings and on CenturyLink Premises as required by Federal and State regulatory rules and in full compliance with local ordinances. CenturyLink shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.
  - 90.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by CenturyLink as required by applicable fire codes.
  - 90.3.2 CenturyLink and CenturyLink's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide CenturyLink and CenturyLink's insurance carrier's access to the Collocation Space for purposes of such inspections, via pass key or otherwise. CenturyLink agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in CenturyLink's sole discretion, such notice is practicable; provided, however, that no failure of CenturyLink to give such notice will affect CenturyLink's right of access or impose any liability on CenturyLink. CenturyLink will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse CenturyLink for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at CenturyLink's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided,

however, if CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

- 90.3.3 CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, CenturyLink is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of CenturyLink, its officers, agents or employees.
- 90.4 CenturyLink shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with CenturyLink's normal business practices.
  - 90.4.1 CenturyLink shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If CenturyLink shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to CenturyLink, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.
  - 90.4.2 CenturyLink shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that CenturyLink shall have no obligation to provide such notice if CenturyLink determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by CenturyLink. CLEC shall pay CenturyLink for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.
  - 90.4.3 The cost of all repairs and maintenance performed by or on behalf of CenturyLink to the Collocation Space which are, in CenturyLink's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees, or agents, shall be paid by CLEC to CenturyLink within ten (10) Days after being billed for the repairs and maintenance by CenturyLink.
- 90.5 CenturyLink shall provide CLEC with notice via email three (3) Business Days prior to those instances where CenturyLink or its subcontractors perform work which is known to be a service affecting activity. CenturyLink will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after CenturyLink learns that such outage has occurred.
- 90.6 CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. CenturyLink does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of CenturyLink.

- 90.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render CenturyLink liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in CenturyLink's FCC No. 1 Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against CenturyLink for damages for interruption or stoppage of service, except in cases where such damage is due to the gross negligence or willful malfeasance of CenturyLink, its offices, agents or employees.
- 90.7 For physical collocation, subject to reasonable Building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours a day, seven (7) days a week to the Building, common areas, Collocation Space and common cable space.
  - 90.7.1 CenturyLink reserves the right to close and keep locked all entrance and exit doors of the Premises during hours CenturyLink may deem advisable for the adequate protection of the Premises. In such instances, CLEC shall have access to such Premises by way of security cards, codes, keys or watchman. Use of the Premises at any time it is unattended by appropriate CenturyLink personnel, or on Sundays and state and federal or other holidays recognized by CenturyLink, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing CenturyLink equipment, shall be subject to such reasonable rules and regulations as CenturyLink may from time to time prescribe for its own employees and its third party contractors.
  - 90.7.2 CenturyLink reserves the right to require all persons entering or leaving the Premises during such hours as CenturyLink may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. CenturyLink is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of CenturyLink.
- 90.8 CenturyLink shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow CenturyLink to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or CenturyLink, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, CenturyLink will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
  - 90.8.1 CenturyLink may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as CenturyLink deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of CenturyLink.

- 90.8.2 CenturyLink may use any means CenturyLink may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by CenturyLink by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

## **91 CLEC'S OBLIGATIONS**

- 91.1 CLEC shall in the normal course of business inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify CenturyLink of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 91.2 CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the Building, including, without limitation:
- 91.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or Approved Contractors. Temporary identification cards may otherwise be provided by CenturyLink for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.
- 91.2.2 CLEC will supply to CenturyLink the completed access form for employees or Approved Contractors who require access to the Premises. CenturyLink may reasonably deny access to any person into the Building. CenturyLink's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with CenturyLink.
- 91.2.3 CenturyLink may issue security cards, codes, or keys to CLEC's listed employees or Approved Contractors where such systems are available and their use by CLEC will not otherwise compromise Building security. The rate for the issuance of security cards is listed on Table Two.
- 91.2.4 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse CenturyLink actual costs due to unreturned or replacement cards, codes, or keys.
- 91.2.5 In the event that a key is lost, CLEC is responsible for costs associated with re-coring locks and reissuing keys to CenturyLink and other parties authorized to access the Premises.
- 91.2.6 CLEC's employees, agents, invitees and Approved Contractors must display identification cards at all times.
- 91.2.7 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents, invitees and Approved Contractors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 91.2.8 Removal of all furniture, equipment or similar articles will be based on local CenturyLink security practices. These security practices will not be more stringent for CLEC than CenturyLink requires for its own employees or CenturyLink's contractors.

- 91.2.9 Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of CenturyLink or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify CenturyLink from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
- 91.2.10 CLEC agrees that CenturyLink may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on CenturyLink Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested. Should such security escort not be available within a reasonable amount of time after CLECs arrival at the CenturyLink Premises, CLEC shall invoke the escalation procedures through contacts for collocation provided to CLEC upon CLEC's request.
- 91.2.11 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24-hour emergency use by CenturyLink. CLEC shall promptly update this information as changes occur.
- 91.3 CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CenturyLink equipment located in CLEC facility. CLEC shall provide CenturyLink immediate notification by telephone of any emergency power activity that would impact CenturyLink equipment.
- 91.4 CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the CenturyLink premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 91.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.
- 91.6 CLEC shall provide CenturyLink with written notice three (3) Business Days prior to those instances where CLEC or its Approved Contractors perform work, which is to be a known service affecting activity. CLEC will inform CenturyLink by e-mail of any unplanned service outages. The Parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that CenturyLink can take any action required to monitor or protect its service.
- 91.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, CenturyLink will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8 CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
  - 91.8.1 If any governmental bureau, department or organization or CenturyLink's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the

Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by CenturyLink and CLEC shall reimburse CenturyLink for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

- 91.9 CLEC shall identify and shall notify CenturyLink in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide CenturyLink copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 USC §11001, *et seq.*). Each Party, its agents, and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Each Party will promptly notify the other Party of any releases of Hazardous Materials and will copy the other Party on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 91.9.1 CLEC shall provide CenturyLink copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 CFR §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 CFR §1910.1200 and applicable state regulations if such regulations are more stringent.
- 91.9.2 If CenturyLink discovers that CLEC has brought onto CenturyLink's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, CenturyLink may, at CenturyLink's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to CenturyLink, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If CenturyLink elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against CenturyLink and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to CenturyLink for defaults under this Agreement.
- 91.9.3 CLEC shall indemnify and hold harmless CenturyLink, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, CenturyLink or asserted against CenturyLink by any other party or parties (including, without limitation, CenturyLink's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials CLEC may bring onto the Premises.
- 91.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC §6901, *et seq.*), or

regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

- 91.10 CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of CenturyLink, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 91.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. CenturyLink shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide CenturyLink with equipment profile information prior to installation authorization.
- 91.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of CenturyLink.
- 91.10.3 CLEC shall not use the name of the Building or CenturyLink for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of CenturyLink.
- 91.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in §§3 and 11 of this Agreement without the prior written consent of CenturyLink.
- 91.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which CenturyLink determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 91.10.6 CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. CenturyLink may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 91.10.7 CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.



- 91.10.8 CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 91.10.9 CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 91.11 CLEC, its employees, agents, and business invitees shall:
  - 91.11.1 comply with all rules and regulations which CenturyLink may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
  - 91.11.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 91.12 CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to CenturyLink and securing the prior written consent of CenturyLink in each instance. CenturyLink's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.
  - 91.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with CenturyLink's transaction of business. CLEC shall permit CenturyLink to inspect all construction operations within the Collocation Space.
  - 91.12.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of CenturyLink, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, CenturyLink shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
  - 91.12.3 All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of CenturyLink, which shall not be unreasonably withheld.
- 91.13 Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of CenturyLink. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. CenturyLink shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with CenturyLink's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as

possible by CLEC with CenturyLink-approved fire barrier sealants, or by CenturyLink at CLEC's cost.

- 91.14 Equipment Grounding. CLEC equipment shall be connected to CenturyLink's grounding system.
- 91.15 Representations and Warranties. CLEC hereby represents and warrants that the information provided to CenturyLink in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a Telecommunications Carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **92 BUILDING RIGHTS**

92.1 CenturyLink may, without notice to CLEC:

- 92.1.1 Change the name or street address of the Premises;
- 92.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
- 92.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
- 92.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
- 92.1.5 Reduce heat, light and water as required by any mandatory or voluntary conservation programs; provided however that any reduction will not affect Comcast more extensively than CenturyLink or any other carrier
- 92.1.6 Reduce power as required by any mandatory conservation programs, provided however that CenturyLink shall take reasonable efforts to notice CLEC prior to such event if time allows
- 92.1.7 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as CenturyLink shall direct and in all events at CLEC's sole risk and responsibility;
- 92.1.8 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces) excluding in or to the Collocation Space, and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. CenturyLink shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances
- 92.1.9 Access Collocation Space in the case of an accident or emergency, otherwise access to Collocation for alterations, repairs, improvements or otherwise will be subject to prior notice to CLEC;
- 92.1.10 Do or permit to be done any work about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

- 92.1.11 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless CenturyLink exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
- 92.1.12 Close the Building at such reasonable times as CenturyLink may determine, under such reasonable regulations as shall be prescribed from time to time by CenturyLink subject to CLEC's right to access; provided, however, CLEC shall continue to have access to the Building by way of security card, code, key or watchman.
- 92.2 If the owner of the Building or CenturyLink sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, CenturyLink's performance under this Agreement shall be excused to the extent of the inconsistency. CenturyLink hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate CenturyLink to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 92.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

### **93 PARTIAL DESTRUCTION**

- 93.1 If the Collocation Space or a portion thereof shall be destroyed or rendered unoccupiable by fire or other casualty sufficient to make the Collocation Space substantially unusable, CenturyLink may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, CenturyLink notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective sixty (60) Days after the date of the notice from CenturyLink. If CenturyLink does not elect to terminate CLEC's rights to the applicable Collocation Space, CenturyLink shall repair the damage to the Collocation Space caused by such casualty within a reasonable time frame. CLEC may, at its own expense accelerate the rebuild of its Collocation Space and equipment provided that the plans have been approved by CenturyLink and an Approved Contractor is used and the necessary space preparation has been completed. CLEC shall not be subject to any fees for rental of Collocation Space until such space is rendered usable.
- 93.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, customers or business invitees, unless CenturyLink otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if CenturyLink elects to make such repairs, CLEC shall reimburse CenturyLink for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 93.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, CenturyLink may, at its election within sixty (60) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective sixty (60) Days after the date of the notice.

Within sixty (60) Days after such termination, or longer period as may be reasonably necessary for safety purposes, CLEC shall remove its equipment and other property from the Collocation Space, including removal of all equipment and facilities of CLEC's guest, if applicable, and the failure to do so shall give CenturyLink the right to remove such equipment pursuant to § 78.3. If CenturyLink does not elect to terminate CLEC's rights to the applicable Collocation Space, CenturyLink shall repair the damage to the Collocation Space caused by such casualty at no cost to CLEC (unless casualty was caused by CLEC) and within a reasonable time frame.

- 93.4 Notwithstanding the foregoing provisions in this §93, the CLEC retains its rights under §78 for termination of the Collocation Space.

## **94 EMINENT DOMAIN**

- 94.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. Rent and other applicable charges for the Collocation Space shall be paid up to that date with proportionate refund by CenturyLink of such rent and charges as may have been paid in advance by CLEC for a period subsequent to the taking. If any part of the Collocation Space is taken under eminent domain, CLEC and CenturyLink shall have the right to terminate the Collocation Space arrangement and declare the same null and void by written notice of such intention to the other Party within ten (10) business days after such the taking. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, CenturyLink shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than sixty (60) Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by CenturyLink to CLEC for such cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

## **95 ASBESTOS**

- 95.1 CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate CenturyLink manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by CenturyLink. CenturyLink agrees to provide CLEC reasonable notice and opportunity for CLEC to implement protective measures, prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Provided that CenturyLink complies with its obligations under this section and under any applicable federal or state law, CenturyLink will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the

presence of asbestos in CenturyLink Premises except where damages, expenses, costs, fees, penalties of any kind are due to the gross negligence or willful malfeasance of CenturyLink, its offices, agents or employees.

**96 MISCELLANEOUS**

- 96.1 CLEC warrants that it has had no dealings with any broker or agent in connection with Collocation provided under this Part L, and covenants to pay, hold harmless and indemnify CenturyLink from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 96.2 Submission of this instrument for examination or signature by CenturyLink does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both CenturyLink and CLEC.
- 96.3 Neither CenturyLink nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 96.4 In the event of work stoppages, CenturyLink may establish separate entrances for use by personnel of CLEC or the Approved Contractors provisioning on the behalf of the CLEC. CLEC shall comply with any emergency operating procedures established by CenturyLink to deal with work stoppages.

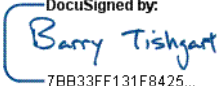
**PART M**

**97 REPRESENTATION**


97.1 The individuals executing this Agreement on behalf of CLEC represent and warrant to CenturyLink they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

**Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone**

DocuSigned by:  
  
By: 7BB33FF131F8425...  
Name : Barry Tishgart  
Title: Vice President, Comcast Wholesale  
Date: 2/6/2017

**Central Telephone Company d/b/a CenturyLink**

DocuSigned by:  
  
By: 766DEF6A149A455...  
Name: Diane Roth  
Title: Director – Wholesale Contracts  
Date: 2/6/2017

**PUBLIC UTILITIES COMMISSION OF NEVADA  
DRAFT NOTICE**

**(Per NRS 704.6877, this notice is not required to be published in the newspaper)**

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

**A title that generally describes the relief requested (see NAC 703.160(4)(a)):**

Joint Petition for approval of the Interconnection, Collocation and Resale Agreement between Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

**The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):**

Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone

**A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):**

Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC d/b/a Comcast Digital Phone submit the Interconnection, Collocation and Resale Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Interconnection, Collocation and Resale Agreement is consistent with the public interest, convenience, and necessity. The Interconnection, Collocation and Resale Agreement does not violate any requirement of the Commission.

**A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)<sup>1</sup>:**

No consumer session is required to be held.

**If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.**

Not applicable.

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<sup>1</sup> NRS 704.069 states in pertinent part:

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.