**APPLICABLE STATES:**

CenturyLinkagrees to offer and Customer intends to purchase WLV Service in the states marked with an “X” as indicated below.

|  |
| --- |
| **State** |
| **Arizona**    Q |
| **Colorado**     Q  |
| **Florida**    EQ |
| **Idaho**     Q |
| **Indiana**    EQ  |
| **Iowa**    Q |
| **Kansas**    EQ |
| **Minnesota**    EQ    Q |
| **Missouri**    EQ |
| **Montana**    Q |
| **Nebraska**    EQ    Q |
| **Nevada**    EQ |
| **New Jersey**    EQ |
| **New Mexico**    Q |
| **North Carolina**    EQ |
| **North Dakota**    Q |
| **Ohio**    EQ |
| **Oregon**    EQ    Q |
| **Pennsylvania**    EQ |
| **South Carolina**    EQ  |
| **South Dakota**    Q |
| **Tennessee**    EQ  |
| **Texas**    EQ |
| **Utah**    Q |
| **Virginia**    EQ |
| **Washington**    EQ    Q |
| **Wyoming**    EQ    Q |

**Applicability**. This Service Schedule is applicable only when Customer orders Wholesale Local Voice Services (“Service”) and incorporates the terms of the Forbearance Master Services Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Services may only be procured from the entities listed in Exhibit 1.

In order for a Customer to purchase Wholesale Local Voice, it must follow the processes contained in this Agreement and the applicable Product Catalogs (“PCAT”) and establish the necessary industry requirements, such as obtaining ACNAs, OCNs, and other necessary steps. In addition, the PCATs may have further specific requirements when ordering certain services (for example, 911 PS/ALI requirements).  Such requirements can be found in the applicable PCATs and Customer agrees to comply with such requirements.

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

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

2.1 **Network Security**

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

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

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

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

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

**3.** **Conversions**. If Customer is obtaining services from CenturyLink under an arrangement or agreement that includes the application of Termination Liability Assessment (TLA) or minimum period charges, and if Customer wishes to convert such services to a Service under this Agreement, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

**4.** **Customer Contacts**. Customer, or Customer's authorized agent, shall be the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Customer will inform its End User Customers that they are End User Customers of Customer and CenturyLink shall not represent or infer otherwise, but this shall not be interpreted to in any way restrict the ability of CenturyLink personnel to state factually correct information if a need has arisen to converse with such End User Customers. Customer's End User Customers contacting CenturyLink will be instructed to contact Customer, and CenturyLink's End User Customers contacting Customer will be instructed to contact CenturyLink. In responding to calls, neither Party will make disparaging remarks about the other Party. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or Customer from discussing its products and services with Customer's or CenturyLink's End User Customers who call the other Party in order to gain information on, or to switch to, such products and services.

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

**ATTACHMENT 1- DEFINITIONS**

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

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

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

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

“Business Day(s)” means the days of the week excluding Saturdays, Sundays, and any day on which banks located in New York, New York are closed for business.

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

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

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

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

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

"Day" means a calendar day unless otherwise specified.

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

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

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

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

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which: (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions); or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

“Existing Rules” shall have the meaning set forth in Section 9.11 of the Agreement.

"FCC" means the Federal Communications Commission.

“Force Majeure Event” shall have the meaning set forth in Section 9.1 of the Agreement.

“Initial Term” shall have the meaning set forth in Section 1 of the Agreement.1.

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

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

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine, computer, or similar customer device).

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of Commercial Mobile Radio Service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

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

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

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

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

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

“Order Form” means service order request forms issued by CenturyLink, as amended from time to time and discussed in the attached Product Catalog below.

“Payment Due Date” shall have the meaning set forth in Section 4.2 of the Agreement.

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

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

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

“Proof of Authorization” shall have the meaning set forth in Section 2.1 of the Agreement.

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

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

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

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

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

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

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

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

“Tax” or “Taxes” shall have the meaning set forth in Section 4.6 of the Agreement.

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

"Telephone Exchange Service" means a Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating Service of the character ordinarily furnished by a single exchange, and which is covered by the exchange Service charge, or comparable Service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

“Term” shall have the meaning set forth in Section 1 of the Agreement.

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

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

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

**ATTACHMENT 2**

## CenturyLink will provide WHOLESALE LOCAL VOICE (“WLV”) Services according to the terms and conditions set forth in the Forbearance Master Service Agreement between the Parties (the “Agreement”) and in this Attachment 2 to the Agreement, which is incorporated into and made a part of the Agreement (this “Attachment”). Except as otherwise set forth in this Attachment, capitalized terms used but not otherwise defined herein have the definitions assigned to them in the Agreement. CUSTOMER may use WLV Services to provide any Telecommunications Services, information services (or both) that CUSTOMER chooses to offer to the extent that such services are granted herein or not limited hereby.

### 1.1 General WLV Service Description.

1.1.1 WLV Services consist of Local Switching and Shared Transport in combination with Loops provided herein. CenturyLink Advanced Intelligent Network (“AIN”) Services, e.g., remote access forwarding, and CenturyLink Voice Messaging Services (“VMS”) may also be purchased with compatible WLV Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CUSTOMER to combine the WLV Services with a compatible voicemail product and stutter dial tone. CenturyLink will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CUSTOMER’s Interconnection Agreements (“ICAs”), except that the business end user rate in the applicable Tariff applies to all end user premium and privacy directory listings (with the exception of residential additional listings, i.e., USOC RLT) when services are provisioned to CUSTOMER under this Agreement whether CUSTOMER's end user is a residential end user or a business end user. As part of the WLV Service, CenturyLink combines the Network Elements that make up WLV Service. CUSTOMER may also purchase Wholesale Broadband Services, under a separate agreement, to be used with compatible WLV Service.

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

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

1.2 **Loops.** The Loop is defined as an analog transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User Customer's premises. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the analog loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes two wire and four wire analog Loops. As part of the WLV Service, CenturyLink will combine the Local Switching and Shared Transport Network Elements with an analog Loop.

1.2.1 CenturyLink will provide analog Loops to Customer of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End User Customers. For Loops that have a retail analogue, CenturyLink will provide these Loops in substantially the same time and manner as CenturyLink provides to its own End User Customers. Loops shall be with a minimum of service disruption. Analog (voice grade) Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, Customer must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 **Shared Transport and Toll.**

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

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

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

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

1.5.4 **Usage.** Shared Transport is billed on a MOU basis as described within this Attachment. Rates for “Shared Transport Usage” or “Shared Transport MOUs” are provided in the WLV Rate Sheet.

**1.6 WLV Service Arrangement Descriptions.**

1.6.1 **WLV Business** is available to CUSTOMER for CUSTOMER’s business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided for in the Agreement.

 1.6.2 **WLV Centrex** is available to CUSTOMER for CUSTOMER’s business End User Customers. WLV Centrex Services include Centrex 21, Centrex Plus and, in Minnesota only, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided for in the Agreement.

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

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

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

1.6.4 **WLV PAL** is available to CUSTOMER for only CUSTOMER’s Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided for in the Agreement.

1.6.5 **WLV PBX** is available to CUSTOMER for CUSTOMER’s business End User Customers.

1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided for in the Agreement.

1.6.5.2PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog - 2 wire voice grade Loop provided in for in the Agreement.

1.6.5.3 **ONLY FOR QWEST CORPORATION WLV SERVICES** - PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog – 4 wire voice grade Loop provided for in the Agreement.

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

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

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

**2.0 Additional Terms and Conditions and Service Features.**

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

2.2 **Loop Start (“LPS”) to Ground Start (“GST”) and GST to LST Changes (“LPS/GST Change”)** are available with WLV Services. POTS Services (e.g., a WLV Centrex 21 line) can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, CenturyLink provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange (“PBX”) type services. LPS/GST Changes allow the CUSTOMER to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the CenturyLink Wholesale website.

2.2.1 The Subsequent Order Charge provided in the WLV Rate Sheet and the CenturyLink retail Tariff nonrecurring charge (“NRC”) for LPS/GST Changes will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** CenturyLink will provide to CUSTOMER certain originating and terminating call records (“usage information”) generated by CUSTOMER’s WLV end user via a DUF.

2.3.1 CenturyLink will provide to CUSTOMER Local Call usage information within CenturyLink’s control with respect to calls originated by or terminated to CUSTOMER WLV End User Customers in the form of the actual information that is comparable to the information CenturyLink uses to bill its own End User Customers.

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

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

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

2.3.5 CenturyLink may charge for the provision of DUF and associated information as provided for in this section pursuant to the charges identified in the applicable Rate Sheet.

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

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

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

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

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

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

**3.0 Rates and Charges.**

3.1The Monthly Recurring (“MRC”) and Non-Recurring (”NRC”) rates for WLV Services and all associated WLV applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached WLV Rate Sheets. Applicable intercarrier compensation rates and charges (such as access charges, reciprocal compensation, and other charges for elements and services) are applicable and are provided under a separate Agreement or Tariff.

3.2 **WLV Rates as of Effective Date.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet.

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

3.4 **Miscellaneous Charges.** CUSTOMER will be responsible for billing its WLV End User Customers for all Miscellaneous Charges and surcharges required of CUSTOMER by statute, regulation or as otherwise required.

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

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

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

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

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

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

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

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

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

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

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

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

**3.9.5 Originating Toll Calls when QC is the IntraLATA Toll provider.** See Section 1.5.4 above. CenturyLink will have a reasonable amount of time to implement system or other changes necessary to bill CUSTOMER for rates or charges associated with WLV Services.

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

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

3.12 CenturyLink may change any of the rates under this Schedule upon thirty (30) calendar days advance written notice.

### 4.0 Systems and Interfaces.

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

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

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

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

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

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

### 6.0 Maintenance and Repair.

6.1 CenturyLink will maintain facilities and equipment that comprise the WLV Service provided to CUSTOMER. CUSTOMER or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink facilities or equipment, other than by connection or disconnection to any interface between CenturyLink and the End User Customer, without the written consent of CenturyLink.

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

**7.0 Commercial Performance and Service Credits.**

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

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

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

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

**Exhibit 1**

**Legacy CenturyLink Legal Entity List**

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| **CenturyLink Legal Entity Names - ENTITY LIST (By State)**  |
| **ARIZONA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **COLORADO** |
| El Paso County Telephone Company d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **FLORIDA** |
| Embarq Florida, Inc. d/b/a CenturyLink |
| **IDAHO** |
| Qwest Corporation d/b/a CenturyLink QC |
| **INDIANA** |
| United Telephone Company of Indiana, Inc. d/b/a CenturyLink |
| **IOWA** |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **KANSAS**  |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| United Telephone Company of Kansas d/b/a CenturyLink |
| United Telephone Company of Southcentral Kansas d/b/a CenturyLink |
| United Telephone Company of Eastern Kansas d/b/a CenturyLink |
| **MINNESOTA** |
| Embarq Minnesota, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **MISSOURI** |
| Embarq Missouri, Inc. d/b/a CenturyLink |
| **MONTANA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **NEBRASKA** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink |
| **NEW JERSEY** |
| United Telephone Company of New Jersey, Inc. d/b/a CenturyLink |
| **NEW MEXICO**  |
| Qwest Corporation |
| **NORTH CAROLINA** |
| Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink |
| Central Telephone Company d/b/a CenturyLink |
| **NORTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **OHIO** |
| United Telephone Company of Ohio d/b/a CenturyLink |
| **OREGON** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |

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| **CenturyLink Legal Entity Names - ENTITY LIST (By State)**  |
| **PENNSYLVANIA** |
| The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink |
| **SOUTH CAROLINA**  |
| United Telephone Company of the Carolinas LLC d/b/a CenturyLink |
| **SOUTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **TENNESSEE** |
| United Telephone Southeast LLC d/b/a CenturyLink |
| **TEXAS** |
| Central Telephone Company of Texas, Inc. d/b/a CenturyLink |
| United Telephone Company of Texas, Inc. d/b/a CenturyLink |
| **UTAH** |
| Qwest Corporation d/b/a CenturyLink QC |
| **VIRGINIA** |
| Central Telephone Company of Virginia d/b/a CenturyLink |
| United Telephone Southeast LLC d/b/a CenturyLink |
| **WASHINGTON** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **WISCONSIN**  |
| Qwest Corporation d/b/a CenturyLink QC |
| **WYOMING** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink of the West |