

Interconnection Agreement

**Terms and Conditions for Interconnection, Unbundled Network Elements,
Ancillary Services, and Resale of Telecommunications Services**

Between

Qwest Corporation dba CenturyLink QC

and

Comcast Phone of Nebraska, LLC

For the State of Nebraska

**Agreement Number
CDS-170724-0003**

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services ("Agreement") is between Comcast Phone of Nebraska, LLC ("CLEC"), organized under the laws of Delaware, and Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which CenturyLink is providing local Exchange Service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the state of Nebraska, for purposes of providing local Telecommunications Services.

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1.8 With respect to the terms and provisions of this Agreement, CenturyLink and CLEC have negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor). The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws as of the Effective Date (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop CenturyLink or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in this paragraph are implemented. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days; provided however, if either Party invokes Dispute Resolution as per Section 5.18 the Parties shall continue to perform their obligations in

accordance with the terms and conditions of this Agreement during the pendency of the dispute, including arbitration, and provided further that any performance of obligations during the period which follows the sixty (60) Day period referred to above shall be subject to a "true up" reflecting the outcome of the Dispute Resolution and any arbitration. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order, and the Omaha Forbearance Order, and state rules, regulations and laws as they may be issued or promulgated. Nothing in this Agreement shall preclude or estop CenturyLink or CLEC from taking any position in any forum concerning the proper interpretation or effect of any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or CLEC's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, CenturyLink will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete CenturyLink's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder, unless such Questionnaire is not required pursuant to Section 3.2.2.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of CenturyLink's "New Customer Questionnaire:"

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine CenturyLink system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute CenturyLink and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to CenturyLink. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement.

Section 4.0 - DEFINITIONS

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and CenturyLink for Local Interconnection Service.

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

"Access Tandem Switch" is a Switch used to connect End Office Switches to interexchange Carrier Switches. CenturyLink's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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

"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.

"AMI T1" is a transmission system sometimes used on loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides CenturyLink an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

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

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/ (E911) database containing location information (including name, service address, telephone number, and sometimes special information from the local service provider) associated with the 911 callers telephone number, used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" mean the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

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

"Business Line" means a CenturyLink-owned switched access line used to serve a business customer, whether by CenturyLink itself or by CLEC 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; and (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.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. Reference CenturyLink Technical Publication 77342.

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

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and Network Installation and Maintenance Committee (NIMC) publish business process rules for their respective areas of concern.

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

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" (or "Tandem Switches") are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch (es) shall be considered Tandem Office Switch (es) to the extent such Switch (es) serve(s) a comparable geographic area as CenturyLink's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"Collocation" is an arrangement where CenturyLink provides space in CenturyLink Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to CenturyLink Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside CenturyLink's Wire Center where CLEC's fiber facility meets CenturyLink's Fiber entrance facility, except where CLEC uses an Express Fiber entrance facility. In either case, CenturyLink will extend or run the Fiber entrance facility to CLEC's Collocation Space.

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

"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 a requesting Telecommunications Carrier has obtained at wholesale from CenturyLink, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Commission" means the Nebraska Public Service Commission.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC," in addition to referring to the Party in privity with CenturyLink under this Agreement, is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

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

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data" means the Telecommunications Service usage data of CLEC's Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by CenturyLink AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" means CenturyLink transmission facilities between Wire Centers or switches owned by CenturyLink, or between Wire Centers or switches owned by CenturyLink and switches owned by CLEC, including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User customer or carrier.

"Demarcation Point" means the point where CenturyLink owned or controlled facilities cease, and CLEC, End User customer, premises owner or landlord ownership or control of facilities begin.

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are twenty-four (24) DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are twenty-eight (28) DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or an End User customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User customer) and up to 1 Mbps digital signal upstream (from the End User customer to the Central Office) over one (1) copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over two (2) copper pairs, or future E1 service over three (3) copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User customer) and up to 2.3 Mbps digital signal upstream (from the End User customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Section 10.5.2.2.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"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.

"Directory Listings" or "Listings" are any information in CenturyLink's Directory Listings database identifying subscribers' listed names, telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications: (1) that the subscriber's service provider has used or provided for the purpose of publishing the Listings in any directory format; or (2) that the subscriber's service provider has used or provided in Directory Assistance Service, Directory Assistance List Service, or for other lawful purposes.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"DSX Panel" means a cross connect bay or panel used for the termination of equipment and facilities operating at digital rates.

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

"Effective Date" shall have the meaning set forth in Section 5.2.1.

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

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

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

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"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.

"Exchange Access" shall have the same meaning as in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Fiber-based Collocator" means any carrier, unaffiliated with CenturyLink, that maintains a Collocation arrangement in a CenturyLink 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 the CenturyLink Wire Center premises; and (3) is owned by a party other than CenturyLink or any affiliate of CenturyLink, except as set forth in this paragraph. Dark fiber obtained from CenturyLink on an indefeasible right of use basis shall be treated as non- CenturyLink fiber-optic cable. Two (2) 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 U.S.C. § 153(1).

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end-to-end services offered by CenturyLink to wholesale customers or retail End User customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include Access Services, private lines, retail services, and resold services.

"Firm Order Confirmation" or "FOC" means the notice CenturyLink provides to CLEC to confirm that CLEC's Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by CenturyLink for the Provisioning of the service requested.

"Forbearance Wire Center(s)" means any one or more of nine (9) CenturyLink Wire Centers where CenturyLink was granted forbearance from Section 251(c)(3) loop, Subloop, NID, dark fiber, and transport unbundling obligations as a result of the Omaha Forbearance Order. The nine (9) Wire Centers are: 1) Omaha Douglas; 2) Omaha Izard Street; 3) Omaha 90th Street; 4) Omaha Fort Street; 5) Omaha Fowler Street; 6) Omaha O Street; 7) Omaha 78th Street; 8) Omaha 135th Street; and 9) Omaha 156th Street Wire Center.

"IABS" means Integrated Access Billing System or any successor billing system.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

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

"Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (two (2) bearer and one (1) data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for twenty-three (23) bearer channels and one (1) data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all twenty-four (24) channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, IntraLATA LEC Toll and Jointly Provided Switched Access traffic as provided by Section 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.

"Interconnection Agreement" or "Agreement" is an agreement entered into between CenturyLink and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this Agreement to CenturyLink pursuant to the notice provision of the Agreement, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(e) of the Act.

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

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Modification of Final Judgment*, § IV(K), *reprinted in United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

"Internet Service Provider-Bound" or "ISP-Bound" refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the "ISP Remand Order"). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

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

"IntraLATA LEC Toll" means IntraLATA Toll traffic carried solely by a Local Exchange Carrier and not by an IXC.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

"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 or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is the CenturyLink local exchange area and any mandatory 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.

"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 a commercial mobile 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 Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility dedicated exclusively for use as Interconnection and ordered as Interconnection facilities that extends from CLEC's Switch location or Point of Interconnection (POI) to the CenturyLink Serving Wire Center for that CLEC Switch or premises. A Local Interconnection Service (LIS) Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

"Local Interconnection Service (LIS)" is the CenturyLink product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in the Act.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the appropriate forms and supporting documentation used for ordering local services or number ports.

"Local Tandem Switch" is a CenturyLink switch used to connect and switch trunk circuits between End Office Switches for traffic within an EAS/Local calling area.

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

"Location Routing Number" or "LRN" means a unique ten- (10)-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This ten- (10)-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Long Distance Service" (see "Interexchange Service").

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

- aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

- disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

- aggregates a specified number of signals or channels to fewer channels (concentrating);

- performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

- in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Main Distribution Frame" or "MDF" means a CenturyLink distribution frame (e.g., COSMIC™ frame) used to connect CenturyLink cable pairs and line and trunk equipment terminals on a CenturyLink switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service charge" is a Miscellaneous Charge that relates to trouble isolation work performed by CenturyLink. Basic Maintenance of Service charges apply when the CenturyLink technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the CenturyLink technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the CenturyLink technician performs work on either a Sunday or CenturyLink recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more Telecommunications Carriers including an ILEC, CLEC or CMRS carrier receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each ILEC, CLEC or CMRS carrier receiving an appropriate share of the revenues from the IXC as defined by their effective Switched Access Tariffs or, if applicable, CMRS contract.

"Mid-Span Meet POI" A Mid-Span Meet POI is a negotiated Point of Interface between two (2) networks, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center whereby each provides its own cable and equipment up the Meet Point of the cable facilities.

"Miscellaneous Charges" mean appropriate charges that apply for miscellaneous services provided at CLEC's request or based on CLEC's actions that result in miscellaneous services being provided by CenturyLink, as described in this Agreement.

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-00XX), contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-00XX), contains recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC).

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that CenturyLink's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS function in question. Except for the time it takes to send and receive the transaction between CenturyLink's and CLEC's OSS application, the processing time for CenturyLink's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two (2) and four (4) seconds for the connection and an average transaction transmittal. The specific agreed metrics for Near Real Time transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. 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.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

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

"New Service Provider" means the Party to which an End User customer switches its local Exchange Service or the Party to which an End User customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations.

"Non-impaired Wire Center" means a Wire Center that meets the loop thresholds identified in 47 C.F.R. § 51.319(a)(4)(i) for DS1 Loops and 47 C.F.R. § 51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in 47 C.F.R. § 51.319(e)(3) and subject to the limitations of 47 C.F.R. § 51.319(e)(2)(ii)(A) for DS1 Dedicated Transport and 47 C.F.R. § 51.319(e)(2)(iii)(A) for DS3 Dedicated Transport.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "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, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three- (3)-digit Switch entity code which is defined by the "D," "E" and "F" digits of a ten- (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

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

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service, i.e., originating screening and routing translation.

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one (1) call in one hundred (100) blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by CenturyLink will be provided in "substantially the same time and manner" to that which CenturyLink provides to itself, its End User customers, its Affiliates or to any other party.

"Party" means either CenturyLink or CLEC and "Parties" means CenturyLink and CLEC.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"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.

"Physical Collocation" shall have the meaning set forth in Section 8.1.1.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"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.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"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.

"Product Catalog" or "PCAT" is a CenturyLink document that provides information needed to request services available under this Agreement. CenturyLink agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on CenturyLink's web site:

<http://www.centurylink.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" or "POA" shall consist of verification of the customer's selection and authorization adequate to document the customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

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

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"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 NANP in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when CenturyLink has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes, but is not necessarily limited

to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

"Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

"Remote Premises" means all CenturyLink Premises, other than CenturyLink Wire Centers or adjacent to CenturyLink Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

"Remote Switch" means a switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote Switch via an intraswitch umbilical from a host End Office.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User customer and CenturyLink's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User customer's future use.

"Route" is a transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or Switches. A route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) 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.

"Scheduled Issued Date" or "SID" means the date the order is entered into CenturyLink's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Date" or "SD" means the date service is made available to the End User customer. This also is referred to as the "Due Date."

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state-specific number.

"Serving Wire Center" denotes the CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User customer premises.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) copper loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"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 Switches, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service.

Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Traffic" 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.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" as used throughout this Agreement refers to a Party's interstate Tariffs and state Tariffs, price lists, and price schedules.

"Technically Feasible" Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

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

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User customers intercommunicating service of the character ordinarily furnished by a

single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Tier 1 Wire Centers" means those CenturyLink Wire Centers that contain at least four (4) Fiber-based Collocators, at least thirty-eight thousand (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 CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

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

"Tier 3 Wire Centers" means those CenturyLink Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

"Transit Service" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"Trouble Isolation Charge" – see "Maintenance of Service."

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

"Unbundled Network Element" ("UNE") is a Network Element that has been defined by the FCC as a Network Element to which CenturyLink is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements CenturyLink is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in CenturyLink's network, as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"VNXX Service" means the assignment to an End User 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 for such Telephone Toll Service or (iii) originating 8XX traffic. A Party whose End User is assigned a telephone number that falls within this definition, including any End User of its wholesale customers, is the Party that provides the VNXX Service.

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

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

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or CenturyLink or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, CenturyLink or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structures are no longer in current use.

"Wire Center" means the location of a CenturyLink local switching facility containing one or more Central Offices, as defined in the Appendix to Part 36, Chapter 1 of Title 47 of the Code of Federal Regulations. Wire Center boundaries define the area in which all End User customers served by a given Wire Center are located.

"Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or CenturyLink, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, 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.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties will begin to implement the provisions of this Agreement upon execution in which event neither Party will bring a dispute to require that an obligation incurred after the execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. This Agreement shall be binding upon the Parties for a term of three (3) years. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement such obligations are fulfilled under this Agreement consistent with this paragraph.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2 or otherwise terminated. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

5.2.3 Notwithstanding the foregoing, in the event this Agreement terminates and is not in effect on a month to month basis pursuant to 5.2.2 above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or other agreement available pursuant to Section 252(i) of the Act.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (Payment Due Date). If a Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If a Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If either Party fails to make payment of undisputed amounts on or before the Payment Due Date, the other Party may invoke all available rights and remedies. 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.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the services, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within forty-five (45) Days following the Payment Due Date provided the Billing Party has notified the other

Party in writing at least ten (10) business days prior to discontinuing the processing of orders for services. If the Billing Party does not refuse to accept additional orders for the services on the date specified in the ten (10) business days' notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect services for failure by the billed Party to make full payment, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each service disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect services of the non-complying Party without further notice. For reconnection of the services to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. If the billed Party is a new CLEC customer of CenturyLink, the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or CenturyLink dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and CenturyLink shall pay all undisputed amounts due. The Parties will follow the Dispute Resolution procedures of this Agreement in the event of a billing dispute.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges pursuant to Section 5.4.12. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required. If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the

dispute is resolved in favor of the disputing Party, the Billing Party will adjust the Billing, usually within two (2) Billing cycles, after the resolution of the dispute, as follows:

- (1) The Billing Party will credit the Billed Party's bill for the disputed amount and any associated interest and/or late payment charges; or
- (2) If the disputed amount is greater than the bill to be credited, pay the remaining amount to the Billed Party.
- (3) The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If the Billed Party fails to dispute a rate or charge within one hundred and eighty (180) Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

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

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

5.4.7. The deposit amount may not exceed the estimate total monthly charges for a two (2) month period based upon recent or projected Billing. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars (\$5,000,000.00). The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand. Non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

5.4.8 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:

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

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

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

5.4.8.4. when this Agreement expires or terminates and undisputed amounts are due and owing.

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

5.4.10 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink, which will be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, CLEC may request and CenturyLink will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

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

5.4.12 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements. In no event shall late payment charges be assessed on any previously assessed late payment charges

5.4.13 CLEC shall be responsible for notifying its customers of any pending disconnection of a service by CLEC, if necessary, to allow those customers to make other arrangements for such services.

5.5 Taxes

5.5.1 For purposes of this Section 5.5, the capitalized term "Taxes" shall mean any federal, state or local governmental charges which are either (i) computed directly on the amount billed for such service or product or (ii) imposed based on the type of service or product, regardless of whether such governmental charges are denominated a sales, use, excise, gross receipts, license, franchise tax or fee, universal service charges, public safety and welfare (e.g. 911), or other similar regulatory fees and assessments, and without regard to whether such Taxes are imposed by Applicable Law on the providing Party or the purchasing Party.

5.5.2 The rates and amounts reflected on Exhibit A for services and facilities provided under this Agreement are exclusive of any Taxes assessed in connection with the provision or consumption of such services and products. Unless otherwise prohibited by law, any invoices for services and products provided by a Party pursuant to this Agreement may include charges to collect or recover any Taxes imposed in connection with the provision of such services and products.

5.5.3. Amounts for Taxes shall be stated separately from the charges for the underlying services and products and shall be invoiced at the same time as the underlying services and products are invoiced, without markup or administrative fee. To the extent any purchase of Services is claimed to exempt from Tax as a purchase for resale or otherwise, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the relevant governmental authority. Until such time as a resale or other tax exemption certificate is provided in proper form, no exemptions will be applied.

5.5.4 If either Party (the Contesting Party) contests the government's authority or right to impose any Tax billed by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery of such Taxes resulting from the contest as well as from any other refund of a Tax received by the billing Party, provided that the Contesting Party has paid the tax contested or otherwise refunded. Subject to the foregoing, the Parties agree to reasonably cooperate with each other on all tax matters including any issues related to any protest, audit or litigation concerning Taxes billed pursuant to this Agreement.

5.5.5 Each Party is solely responsible for any tax on its corporate existence or status, and each Party shall be solely responsible for all taxes based on its own net income or net worth or the value of its own property.

5.5.6. Each Party shall be responsible for complying with all Applicable Laws with respect to the billing, collection and proper remittance (including any applicable filings) of any of all applicable Taxes.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding ten billion dollars (\$10,000,000,000), that Party may self-insure or utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the ten billion dollar (\$10,000,000,000) asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than one hundred thousand dollars (\$100,000) each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than one million dollars

(\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of ten million dollars (\$10,000,000) excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is eleven million dollars (\$11,000,000).

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the Premises or Remote Premises.

5.6.2 Each Party will provide evidence of insurance confirming such coverage upon request. Such evidence shall (1) name the other Party as an additional insured under commercial general liability coverage with respect to losses for which the insuring Party is responsible hereunder; (2) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party with respect to losses for which the insuring Party is responsible hereunder; and (3) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Payments pursuant to the PAP shall not be counted against the limit provided for in this Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by a customer of either Party arising out of or in connection with services provided to the customer by the Party, the Party whose customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's customers regardless of whether the underlying service was provided or Unbundled Network Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified

Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, CenturyLink shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by CenturyLink for the facilities and services provided hereunder. CenturyLink shall notify CLEC immediately in the event that CenturyLink believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 CenturyLink covenants that it will not enter into any licensing agreements with respect to any CenturyLink facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. CenturyLink warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in CenturyLink's network provide CenturyLink with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, CenturyLink shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully

describing the Network Elements it uses to provide service to its customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of CenturyLink Services" (the Authorized Phrase) in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause customers to believe that CLEC is CenturyLink.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the CenturyLink logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.

5.10.6.5 If CenturyLink determines that CLEC's use of the Authorized Phrase causes customer confusion, CenturyLink may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 CenturyLink and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to CenturyLink associated with the Unbundled Network Elements provided by CenturyLink under this Agreement, either on the Effective Date or at any time during the term of the Agreement, CenturyLink shall within ten (10) business days, unless there are extraordinary circumstances in which case CenturyLink will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing CenturyLink's use of the intellectual property. Except to the extent CenturyLink is prohibited by confidentiality

or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, CenturyLink shall provide copies of any relevant agreements or licenses governing CenturyLink's use of the intellectual property to CLEC. To the extent CenturyLink is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, CenturyLink shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to CenturyLink.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control, without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that CenturyLink transfers to any unaffiliated party exchanges including customers that CLEC serves in whole or in part through facilities or services provided by CenturyLink under this Agreement, the transferee shall be deemed a successor to CenturyLink's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to transferee's assumption of CenturyLink's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into interconnection agreements under Section 252(i) of the Act and 47 C.F.R. § 51.809.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not

be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

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

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by CenturyLink that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment

of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

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

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by CenturyLink, to CenturyLink's legal personnel in connection with their representation of CenturyLink in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to CenturyLink under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, CenturyLink may provide the forecast information that CLEC has made available to CenturyLink under this Agreement, provided that CenturyLink shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that CenturyLink provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may seek an appropriate remedy via an action which may be brought before the Commission, the FCC, or any court of competent jurisdiction.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

5.19 Controlling Law

5.19.1 This Agreement is offered by CenturyLink and accepted by CLEC in accordance with applicable federal law and the state law of Nebraska. It shall be interpreted solely in accordance with applicable federal law and the state law of Nebraska.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within CenturyLink-owned, operated or leased facilities are identified to be asbestos-containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. CenturyLink agrees to immediately notify CLEC if CenturyLink undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to CenturyLink and CLEC at the addresses shown below:

Qwest Corporation dba CenturyLink QC
Director Wholesale Contracts
930 15th Street 6th Floor
Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-992-5906

With copy to CenturyLink at the address shown below:

CenturyLink Law Department
Associate General Counsel, Interconnection
931 14th Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-992-5599

and with a copy to CLEC at the address shown below:

Mr. Richard Chapkis
Deputy General Counsel
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-5237
Email: richard_chapkis@comcast.com

Secondary Contact:

With a copy to:
Ms. Beth O'Donnell
Director, Regulatory Affairs
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-5187
Email: beth_o'donnell@comcast.com

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Intentionally Left Blank**5.25 Publicity**

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, CenturyLink and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of CenturyLink services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

5.30.1 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

Section 6.0 – RESALE**Section 6 has been Intentionally Omitted:**

CLEC acknowledges that this Agreement does not provide any provisions for Resale, and CLEC will not order any Resale service unless and until the Parties have negotiated and executed a written amendment to this Agreement setting forth terms, conditions and pricing governing such Resale service(s). To the extent this Agreement makes any reference to Section 6 or to CenturyLink provided “resale” services it shall contemplate and be subject to the requirement for an amendment to this Agreement setting forth terms, conditions and pricing governing such resale services. In the event Resale services are ordered by CLEC without first negotiating an amendment to this Agreement, CenturyLink shall have no obligation to accept such orders or to provide or continue providing service pursuant to such orders, but any Resale services provided by CenturyLink pursuant to such order(s) shall be subject to the then current Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services in CenturyLink’s standard template, including any then current pricing in the standard CenturyLink Rate Sheet for such products and services.

Section 7.0 – INTERCONNECTION:**7.1 Interconnection Facility Options**

7.1.1 This Section describes the Interconnection of CenturyLink's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), IntraLATA LEC Toll, Transit Service, and Jointly Provided Switched Access traffic. Inter-carrier traffic exchange will be mutual and reciprocal and all traffic exchanged between the Parties must be provisioned pursuant to this Agreement. A Party that has interconnected or gained access under sections 251 (a) (1), 251 (c)(2), or 251 (c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement(s) as well. Enhanced or information service providers (providers or "Information Services" as that term is defined in 47 U.S.C. § 153 (20)) that do not also provide domestic or international telecommunications are not Telecommunications Carriers as defined by the Act and thus may not interconnect under this Agreement. CenturyLink will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), and (v), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and IntraLATA LEC Toll traffic at points (ii) and (iii) described above. Interconnection, which CenturyLink currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of IntraLATA LEC Toll or Jointly Provided Switched Access traffic. New or continued CenturyLink local Tandem Switch to CenturyLink Access Tandem Switch and CenturyLink Access Tandem Switch to CenturyLink Access Tandem Switch connections are not required where CenturyLink can demonstrate that such connections present a risk of Switch exhaust and that CenturyLink does not make similar use of its network to transport the local calls of its own, or any Affiliate's, or any other Carrier's End User customers.

7.1.1.1 CenturyLink will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. CenturyLink will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in CenturyLink territory in each LATA in which CLEC has local End User customers. CLEC represents and warrants that it is serving End User customers physically located within each local calling area

for which it wished to exchange traffic within CenturyLink territory. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point, and as explained further in the subsections below: (1) a DS1 or DS3 CenturyLink-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) facility leased from a third party, (5) CLEC constructed facility or (6) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product.

7.1.2.1 CenturyLink-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Local Interconnection Service (LIS) Entrance Facility of CLEC's determination. A Local Interconnection Service (LIS) Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. CenturyLink-provided LIS Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for CenturyLink-provided LIS Entrance Facilities are provided in Exhibit A. CenturyLink's private line transport service is available as an alternative to CenturyLink-provided LIS Entrance Facilities, when CLEC uses such private line transport service for multiple services. LIS Entrance Facilities may not be used for Interconnection with Unbundled Network Elements.

7.1.2.2 Collocation. Interconnection may be accomplished through Collocation arrangements offered by CenturyLink. The terms and conditions under which Collocation will be available to CLEC (including any shared Collocation arrangement) shall be specified in an amendment to this Agreement which shall be mutually negotiated by the Parties and set forth as a replacement for Section 8 of this Agreement.

7.1.2.2.1 Subject to the requirement for an amendment, as stated in 7.1.2.2., Expanded Interconnection Channel Termination (EICT) provides the communication path that actually connects the physical space or in the case of virtual collocation, the designated equipment to CenturyLink's direct trunked transport and must be ordered to provision LIS to a collocation.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI will be used exclusively as an Interconnection facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

7.1.2.4 Facility Leased From a Third Party. CLEC may use a facility leased from a third party to reach a Collocation arrangement (including any shared Collocation arrangement) established pursuant to 7.1.2.2 above, including any necessary amendment to this Agreement, or using a CFA of a special access facility leased by the third party from CenturyLink

7.1.2.5 CLEC Constructed facility. A CLEC constructed facility is subject to the Bona Fide Request (BFR) process unless the facility (ii) is between the CLEC switch and a Collocation arrangement established pursuant to 7.1.2.2 above, including any

necessary amendment, or (ii) a particular CLEC constructed facility arrangement has been previously provided to a third party, or is offered by CenturyLink as a product. A CLEC constructed facility refers to a facility that is owned by CLEC and which has been constructed by or under the direction of CLEC (e.g. by agents or contractors)

7.1.2.6 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.

7.1.2.5 CenturyLink agrees to provide local Interconnection trunk diversity to the same extent it does so in CenturyLink's local network.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and CenturyLink's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers provided that CenturyLink does not have any End Offices subtending the tandem switch of a third-party.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 EAS/local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA LEC Toll traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as described in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point Billing.

7.2.1.2.4 For purposes of the Agreement, Transit Service does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator Busy Line Verify/Busy Line Interrupt;

- d) Toll Free Services; and
- e) ISP-Bound traffic.

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks.

7.2.2.1.2.2 CLEC may purchase transport services from CenturyLink or from a third party, including a third party that has leased the private line transport service facility from CenturyLink. Such transport provides a facility for the LIS trunk to be provisioned in order to deliver the originating Party's Exchange Service EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from CenturyLink as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act or limit any other methods for interconnection under Section 7.1.2.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a CenturyLink End Office Switch location, and has available capacity, CLEC may,

at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to CenturyLink's End Office Switch.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through Mid-Span Meet arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End User customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a CenturyLink Tandem Switch.

7.2.2.2 IntraLATA LEC Toll Traffic

7.2.2.2.1 If CLEC does not provision two-way trunks, CenturyLink may elect to provision its own one-way trunks for delivery of IntraLATA LEC Toll traffic to be terminated on the CLEC's network, in which event CenturyLink will choose the POI location from the CLEC's available POIs in the LATA. CLEC's IntraLATA LEC Toll traffic shall be delivered to CenturyLink at the Access Tandem Switch or via separate trunks to CenturyLink's End Office Switch(es), as designated by CLEC.

7.2.2.2.2 The rates and charges applicable to the completion of IntraLATA LEC Toll Traffic are set forth in each Party's state access Tariff.

7.2.2.3 Transit Traffic

7.2.2.3.1 CenturyLink will accept traffic originated by CLEC's network and/or its end user(s) for termination to other Telecommunications Carrier's network and/or its end users that is connected to CenturyLink's Switch. CenturyLink will also terminate traffic from these other Telecommunications Carriers' network and/or its end users to CLEC's network and/or its end users. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 The Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses. In the case of IntraLATA LEC Toll traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate will apply in addition to any query rates.

7.2.2.3.5 In the case of a transit call that terminates in the Local Calling Area but in a different state than the call originated, and the CLEC does not have an agreement with CenturyLink in the state where the transit call terminated, CLEC must execute an agreement for that state if it is a state served by CenturyLink. In the absence of a second agreement, the transit rate in Exhibit A of this Agreement will be billed to the CLEC.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards and routing based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. CenturyLink will also provide the one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Standards.

7.2.2.5.1 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the CenturyLink Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Signaling Options

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling must be requested on orders for LIS trunks. Common Channel Signaling Access Capability Service may be obtained under CenturyLink Intrastate and/or FCC Access Tariffs or from a third party signaling provider. Each of the Parties, CenturyLink and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and CenturyLink Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544

Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for new LIS trunks. CenturyLink will provide CLEC with a listing of CenturyLink Switches fully capable of routing 64CCC traffic through the CenturyLink web site: <http://www.centurylink.com/disclosures>. Where available to CenturyLink, CenturyLink will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called customer's End Office Switch indicating the called customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called customer's End Office Switch, indicating the called customer has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and CenturyLink shall work in good faith to define a mutually agreed upon, but non-binding, forecast of LIS trunking.

7.2.2.8.2 Both Parties shall participate in semi-annual joint planning meetings to establish trunk design and Provisioning requirements, upon request of either Party. The Parties agree to provide mutual trunk forecast information to ensure End User customer call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. CenturyLink shall provide CLEC trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months for ordering and installation. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth CenturyLink will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period and are based on the information available to each Party at the time the forecasts are prepared. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch versus Tandem Switch routing. See Section 7.2.2.1.3.

7.2.2.8.6 Intentionally Left Blank

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the forecasting process. Each Party will provide adequate information associated with the CenturyLink LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. CenturyLink shall provide CLEC a report reflecting then current spare capacity at each CenturyLink Switch that may impact the Interconnection traffic. CenturyLink shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. CenturyLink shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

- a) Completed CenturyLink LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate Tandem Switch provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide. The LERG is available through Telcordia.

- a) CenturyLink Tandem Switches and CenturyLink End Office Switches;
- b) CLLI codes;
- c) Switch type.

CenturyLink will notify CLEC of the anticipation of a new local Tandem Switch in accordance with the FCC rules on network changes.

7.2.2.8.10 CenturyLink network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on CenturyLink's web site, <http://www.centurylink.com/disclosures>.

7.2.2.8.11 When appropriate, the Parties will notify one another of the need to take action and place orders in accordance with the forecasted trunk requirements. A Party shall respond to the request within ten (10) business days of receipt. CenturyLink will use the Trunk Group Servicing Request (TGSR) process for any notifications that it sends to CLEC for such purposes.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to CenturyLink as detailed in CenturyLink's Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to CenturyLink, information provided by CLEC to CenturyLink outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by CenturyLink to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 To the extent that CLEC's historical trunking underutilization is such that it restricts CenturyLink from provisioning trunking to itself or other carriers without CenturyLink augmenting its switch for additional trunking capacity, CenturyLink reserves the right to reclaim the facilities for the purpose of providing capacity to itself or other carriers. CenturyLink shall not leave the CLEC-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When CenturyLink claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. CenturyLink shall initiate such proceeding within ten (10) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) Days of notice from CLEC in writing that CenturyLink must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, CenturyLink shall not object to using the most expeditious procedure available under state law, rule or regulation. CenturyLink shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, CenturyLink and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. CenturyLink and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard CenturyLink forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

7.2.2.9.1.1 CenturyLink shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between CenturyLink Tandem Switches and CenturyLink End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Intentionally Left Blank.

7.2.2.9.3 Separate trunk groups may be established based on Billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) 911/E911 trunks;
- c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);
- d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, IntraLATA LEC Toll, and Jointly Provided Switched Access may be combined in a single LIS trunk group at access tandems as appropriate per Section 7.2.2.9.6. Jointly Provided Switched Access may, upon request, be routed on a separate LIS trunk group with all other traffic combined on the other trunk group at access tandems as appropriate per Section 7.2.2.9.6.

7.2.2.9.4 Trunks will be ordered in increments of DS1 for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify trunks may be ordered in DS0.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

- a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking and 911 trunking.
- b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 CLEC may interconnect at either the CenturyLink local Tandem Switch or the CenturyLink Access Tandem Switch for the delivery of local exchange traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's volume of local traffic (512 BHCCS) between CLEC's Switch and those CenturyLink End Office Switches subtending a CenturyLink local Tandem Switch, CenturyLink may petition the Commission to require CLEC to transition to a direct trunk group to the CenturyLink local Tandem Switch.

7.2.2.9.6.1 CenturyLink will allow Interconnection for the exchange of local traffic at CenturyLink's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent CenturyLink is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a CenturyLink End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to CenturyLink End Office Switches.

7.2.2.9.9 Host-Remote. When a CenturyLink Wire Center is served by a Remote Switch, CLEC may deliver traffic to the host Central Office or to the Tandem Switch. CLEC may not directly trunk to a Remote Switch.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing). Charges for such testing are identified in Section 7.3.5.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

7.3 Intercarrier Compensation

7.3.1 Interconnection Facility Options

The Intercarrier Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and CenturyLink's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 LIS Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for LIS Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use as LIS.

7.3.1.1.2 If CLEC chooses to provision LIS facilities over an existing facility purchased as private line transport service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the two-way Local Interconnection Service (LIS) Entrance Facility (EF) rate element charges as follows:

7.3.1.1.3.1 The provider of the two-way Local Interconnection Service (LIS) Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial

relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-Bound traffic to substantiate a change in that factor. For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-Bound traffic and the Party that provides a VNXX Service shall be responsible for any VNXX Traffic facilitated by such VNXX Service. . If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-Bound traffic or traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 The terms and conditions under which Collocation will be available to CLEC (including any shared Collocation arrangement) shall be specified in an amendment to this Agreement which shall be mutually negotiated by the Parties and set forth as a replacement for Section 8 of this Agreement.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating and/or transiting Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch for IntraLATA LEC Toll, or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-Bound traffic to substantiate a change in that factor. For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-Bound traffic and the Party that provides a VNXX Service shall be responsible for any VNXX Traffic facilitated by such VNXX Service. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-Bound traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at the rates specified in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. The rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Switch Call Termination.

7.3.4.1.1 End office call terminating compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

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7.3.4.1.3 Intentionally Left Blank

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 Tandem switching compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

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7.3.4.2.3 Intentionally Left Blank.

7.3.4.2.4 When CenturyLink receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and CenturyLink performs the query, charges will apply for the FCC approved default query per Section 10.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyLink and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

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7.3.4.4 Intentionally Left Blank.

7.3.4.5 The Parties will not pay terminating compensation on traffic, including ISP-Bound traffic, when the traffic does not originate and terminate within the same CenturyLink Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless whether an End User customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the End User customer is physically located (also known as "VNXX Traffic"). CenturyLink's agreement to the terms in this paragraph is without waiver or prejudice to CenturyLink's position that it has never agreed to exchange VNXX traffic with CLEC. VNXX Traffic is not EAS/Local Traffic for purposes of intercarrier compensation and a Party providing a VNXX Service is not entitled to TELRIC rates for transport facilities to the extent they are used for routing such VNXX Traffic. 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 LIS 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 LIS trunks, whichever is greater. The Parties shall also negotiate and implement a factor to apply access rates to any facilities which are leased from CenturyLink to the extent they are used to route such VNXX Traffic. 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.

7.3.5 Miscellaneous Charges

Miscellaneous Charges apply for the following miscellaneous services when provided with LIS trunks. Exhibit A includes a reference to the Tariff, catalog, price list, or other similar document that provides the amount of each Miscellaneous Charge.

7.3.5.1 Cancellation charges apply to cancelled LIS trunk orders based upon critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3 and trunk nonrecurring charges referenced in this Agreement.

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in CenturyLink's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Expedite charges apply to LIS trunk orders based on the rates described in Exhibit A.

7.3.5.2.1 CLEC may request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for an expedite will be approved only when resources are available and the request meets the criteria outlined in the Pre-Approved Expedite Process in CenturyLink's Product Catalog at CenturyLink's wholesale web site.

7.3.5.3 Additional testing, including cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing, is available for LIS trunks.

7.3.6 ISP-Bound Traffic

7.3.6.1 ISP-Bound terminating compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

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7.3.7 Transit Traffic

7.3.7.1 Transit Traffic will be charged on a per minute of use rate to the originating Party, as contained in Exhibit A, for any traffic terminating to an entity other than a CenturyLink affiliate operating as an Incumbent Local Exchange Carrier.

7.3.8 **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) as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy

indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; 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 the CLEC then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

7.3.9 VoIP-PSTN Traffic

7.3.9.1 Local VoIP-PSTN Traffic

7.3.9.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic which is not Local 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, i.e. the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where 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 Local VoIP-PSTN Traffic based on regulatory or technological evolution. 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 reasonably withheld by either Party.

7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which routes through a CenturyLink tandem, at rates identified in each Party's appropriate interstate access tariffs. Such Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll 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, i.e. the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where 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 based on regulatory or technological evolution. 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.

7.3.9.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both interLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1

7.3.9.2.1.2 IntraLATA Toll VoIP-PSTN Traffic will be exchanged at each Party's appropriate interstate access tariff rates.

7.3.9.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor in Exhibit A to determine the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic. In the event that the average amount of Toll VoIP-PSTN Traffic that CLEC routes to CenturyLink during any consecutive three month period exceeds the LIS-Facility-PVU percentage reflected in Exhibit A, CenturyLink may notify the CLEC, in which event the Parties shall negotiate an amendment to the Agreement to reflect a more accurate LIS-Facility-PVU factor, which will be applied retroactively to the date on which such notification is given.

7.3.9.2.1.3.1 The LIS-Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The LIS-Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

7.3.9.2.1.4 Any factors established by the Parties for the previous sections of 7.3.9.2.1.3 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.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify the applicable requirements on the Access Service Request (ASR) including but not limited to: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide CenturyLink with the CLLI codes of the CenturyLink Tandem Switches and CLEC's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to

existing LIS trunk groups, CLEC will also provide CenturyLink with the CenturyLink assigned two-six code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the CenturyLink web site:

http://www.centurylink.com/wholesale/notices/npa_nxxProcess.htm

Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Local Interconnection Service (LIS) Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide connecting facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Local Interconnection Service (LIS) Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

7.4.5 If CLEC uses a method of interconnection of one POI in the LATA or the access tandem for local traffic in accordance with Section 7.1.2 and/or 7.2.2.9.6, CenturyLink and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 CenturyLink will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. CenturyLink will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process (CMP) applicable to the PCAT. Operational processes within CenturyLink work centers are discussed as part of the CMP. CenturyLink agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as specified in 7.3.5.1 apply unless otherwise mutually agreed to by the Parties;
- b) Intentionally Left Blank.
- c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day after the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is described and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. CenturyLink and CLEC agree that the originating, intermediate, and terminating LECs for switched access will cooperatively determine the Jointly Provided Switched Access arrangements in which all parties concur.

7.5.2 CenturyLink will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). CenturyLink will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. CenturyLink will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 The ATIS Network Interconnection Interoperability Forum (NIIF) recommended methodologies must be adhered to by all Local Exchange Carriers (LECs) to provide timely notification to the industry of changes in their access network architecture.

7.5.3.1 The ATIS document is titled [Recommended Notification Procedures to Industry for Changes in Access Network Architecture](#).

7.5.4 CenturyLink and CLEC will each render a separate bill to the IXC, using the multiple bill, single tariff option.

7.5.5 A charge will apply for Category 11-01-XX Access Services records sent in an EMI mechanized format. These records can be used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge for each record created and transmitted is listed in Exhibit A of this Agreement and shall apply to whichever Party receives such records.

7.6 Transit Records

7.6.1 CenturyLink and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits CenturyLink's network, and terminates to CLEC's network when Technically Feasible and commercially reasonable. Each Party agrees to provide to the other this wireline network usage data when CenturyLink or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to CenturyLink information to enable CenturyLink to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number, and state jurisdiction. CenturyLink and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 CenturyLink and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits CenturyLink's network, and terminates to CLEC's network when Technically Feasible and

commercially reasonable. Each Party agrees to provide to the other this wireless network usage data when CenturyLink or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the WSP. CLEC will provide to CenturyLink information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number and state jurisdiction. CenturyLink and CLEC agree to exchange wireless network usage data as Category 11-01-XX.

7.6.3 CLEC may order transit records from CenturyLink and a charge will apply for Category 11-01-XX transit records sent in an EMI mechanized format. These records can be used to provide information necessary for each Party to bill the originating Carrier for transit when Technically Feasible. The charge for each record created and transmitted is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of Billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same CenturyLink geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or CenturyLink in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

CLEC acknowledges that this Agreement does not provide any provisions for Collocation, and CLEC will not order any Collocation service unless and until the Parties have negotiated and executed a written amendment to this Agreement setting forth terms, conditions and pricing governing such Collocation service(s). To the extent this Agreement makes any reference to Section 8 or to a CenturyLink provided “collocation” it shall contemplate and be subject to the requirement for an amendment to this Agreement setting forth terms, conditions and pricing governing such collocation. In the event Collocation services are ordered by CLEC without first negotiating an amendment to this Agreement, CenturyLink shall have no obligation to accept such orders or to provide or continue providing service pursuant to such orders, but any Collocation services provided by CenturyLink pursuant to such order(s) shall be subject to the then current Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services in CenturyLink’s standard template, including any then current pricing in the standard CenturyLink Rate Sheet, with respect to such Collocation products and services.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

CLEC acknowledges that this Agreement does not provide any provisions for Unbundled Network Elements (UNEs), and CLEC will not order any UNEs unless and until the Parties have negotiated and executed a written amendment to this Agreement setting forth terms, conditions and pricing governing such UNEs. To the extent this Agreement makes any reference to Section 9 or to a CenturyLink provided "Loop" or other "Unbundled Network Element", it shall contemplate and be subject to the requirement for an amendment to this Agreement setting forth terms, conditions and pricing governing such unbundled network elements and/or collocation, as necessary. In the event UNEs are ordered by CLEC without first negotiating an amendment to this Agreement, CenturyLink shall have no obligation to accept such orders or to provide or continue providing service pursuant to such orders, but any UNEs provided by CenturyLink pursuant to such order(s) shall be subject to the then current Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services in CenturyLink's standard template, including any then current pricing in the standard CenturyLink Rate Sheet, with respect to such UNEs.

Section 10.0 – ANCILLARY SERVICES

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10.2 Local Number Portability

10.2.1 Description

10.2.1.1 As defined by the Act and the FCC, Local Number Portability (LNP) is the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. The Parties will fulfill LNP obligations using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 CenturyLink uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-portable telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 CenturyLink will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 CenturyLink will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with CenturyLink for the transfer of the CenturyLink Unbundled Loop coincident with the transfer of the End User customer's service to CenturyLink in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with CenturyLink's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 The Parties understand that LNP with Unbundled Loop order activity must be coordinated with facilities cutovers in order to ensure that the End User customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. CenturyLink will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g., 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from CenturyLink, CenturyLink shall ensure that the LIDB entry for that telephone number is de-provisioned if the CenturyLink LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to CLEC's End Office Switch if the code is used solely for one End User customer. Where one Party has activated an entire NXX for a single End User customer, or activated a substantial portion of an NXX for a single End User customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. CenturyLink will port telephone numbers previously reserved by the End User customer via the appropriate retail Tariffs until these reservations expire. CenturyLink will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. CenturyLink and CLEC agree that an End User customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. . In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User customer while that End User customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in any Telcordia technical standards and in CenturyLink Technical Publications, consistent with Section 21.

10.2.4 Database and Query Services

10.2.4.1 The LNP database provides the call routing information used by CenturyLink's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number. CenturyLink shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where CenturyLink is unable to perform its own query. CenturyLink query services and charges are defined in their FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Parties agree to follow FCC rules regarding the duty to query the NPAC database. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of CLEC, CenturyLink may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that CenturyLink queries shall not adversely affect the quality of service to CLEC's End User Customers as compared to the service CenturyLink provides its own End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting telephone numbers from one Carrier to another so as to limit service outage for the ported End User customer. CenturyLink shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with industry ordering standards, NANC LNP Process Flows, LNPA-WG Best Practices as developed by the industry, and appropriate Commission and FCC Porting Orders. The Parties will do so on a reciprocal basis so that end users of both parties are allowed to port their numbers in accordance with FCC mandate and Commission rules without undue delay or hardship. LNP service is ordered via a Local Service Request and associated LNP forms. CLEC may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for both Parties for LNP are located in the CenturyLink Service Interval Guide (SIG). Additional information can be found in the Product Catalog for LNP. These intervals shall conform to FCC orders and shall include the cutoff times for order receipt and the time for Firm Order Confirmation (FOC).

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when CenturyLink or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside CenturyLink's normal business hours for LNP, CenturyLink will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, CenturyLink allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have CenturyLink personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 The Parties will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User customer's telephone number will not be removed, nor will CenturyLink disconnect the End User customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to CenturyLink as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to CenturyLink's

Interconnect Service Center in the manner set forth below. For a late notification properly submitted, CenturyLink agrees to use its best efforts to ensure that the End User customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User customer's existing service. Late notifications must be made by calling CenturyLink's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between CenturyLink and CLEC. All requests will be processed on a first come, first served basis and are subject to CenturyLink's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CenturyLink will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within CenturyLink's normal business hours or out of hours. CenturyLink's normal business hours are 7:00 a.m. to 7:00 p.m., End User customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half ($\frac{1}{2}$) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, CenturyLink shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 CenturyLink will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change

the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a CenturyLink error or a new Due Date is requested by CenturyLink within twenty-four (24) hours of the negotiated FDT, CenturyLink may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, CLEC and CenturyLink agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User customer, CLEC may request the restoral of CenturyLink service for the ported End User customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to CenturyLink. If CenturyLink is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 CenturyLink shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User customer, including, without limitation, ensuring that the End User customer's CenturyLink Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User customers and will have the responsibility for resolution of any service trouble report(s) from its End User customers. End User customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 CenturyLink will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the CenturyLink network, CenturyLink will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 CenturyLink will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from CenturyLink End User customers to CLEC End User customers with ported telephone numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 CenturyLink will comply with FCC and Commission rules on cost recovery for Local Number Portability.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database may contain End User customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User customer) or other types of records used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.1.4 Upon execution of a letter of authorization (LOA) which is acceptable to CenturyLink, CLEC may use a designated agent to perform any and all functions related to providing E911 service. CenturyLink shall not have any obligation to issue a separate username and/or password for the agent to access or interface with any Operations Support Systems (OSS) or databases for or on behalf of CLEC, and any username or passwords assigned to CLEC for such systems and databases may only be shared with CLEC's agent pursuant to adequate confidentiality and security safeguards. CLEC assumes all responsibility for the accuracy of any data provided by its agent and for any actions or omissions of the agent to the same extent CLEC would be legally and financially responsible if such actions or omissions were taken or omitted directly by the CLEC.

10.3.2 Terms and Conditions

10.3.2.1 CenturyLink will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that CenturyLink provides to its End User customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that CenturyLink provides to its End User customers for such similar functionality.

10.3.2.2 In counties where CenturyLink has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 CenturyLink shall conform to all state regulations concerning emergency services.

10.3.2.4 CenturyLink shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 CenturyLink will provide CLEC with the identification of the CenturyLink 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 CenturyLink will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which CenturyLink provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User customer dials "0" instead of "911." It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by CenturyLink with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and CenturyLink makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and CenturyLink will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and other mutually agreed upon standards for the delivery of 911 calls.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 CenturyLink's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in CenturyLink's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 CenturyLink's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CenturyLink, or its designated database provider, will provide to CLEC or its designated agent an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. CenturyLink shall provide CLEC, or its designated agent, access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access CenturyLink provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 CenturyLink will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that CenturyLink maintains for CenturyLink's own End User customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs, or its designated agent, will negotiate directly with CenturyLink's database provider for the input and validation of data into the CenturyLink Automatic Location Identification (ALI) database. CLEC, or its designated agent, will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC, or its designated agent, provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC, or its designated agent, will provide data to CenturyLink's agent for the CenturyLink ALI database utilizing NENA i2 Recommended Formats and Protocols for ALI Data Exchange standards. CenturyLink will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC, or its designated agent, will provide data to CenturyLink's database provider for CenturyLink's ALI database that meets all components of the NENA i2 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by CenturyLink.

10.3.4.5 If it is facilities-based, CLEC or its designated agent will update its records provided to CenturyLink's database provider for CenturyLink's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 CenturyLink's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for CenturyLink records where CenturyLink is the donor company as defined in the NENA standard. The CenturyLink E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record

owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. CenturyLink's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, CenturyLink, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for CenturyLink's End User customers. For resold accounts, CLEC shall provide CenturyLink with accurate End User customer location information to be updated to the ALI/DMS database. CenturyLink shall use its current process to update and maintain End User customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and CenturyLink's database provider in a format supplied by CenturyLink. The reports shall be forwarded to CLEC by CenturyLink's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by CenturyLink and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of location information records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of data provided for inclusion in the E911 Database.

10.3.6.4 CenturyLink and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact CenturyLink for error resolution. For errors referred to CenturyLink, CenturyLink will provide the corrections in a non-discriminatory manner. If CenturyLink is unable to resolve the error, CenturyLink will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, CenturyLink shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by CenturyLink, such trunks will be provided on a non-discriminatory basis. CenturyLink shall provide special protection identification for CLEC 911 circuits in the same manner as CenturyLink provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each CenturyLink 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When CenturyLink facilities are available, CenturyLink will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, CenturyLink shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 CenturyLink shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. CenturyLink must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to CLEC's demarcation. CenturyLink will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. CenturyLink repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising CenturyLink of the circuit identification 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 network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, CenturyLink agrees to take corrective action using the same trunking service procedures used for CenturyLink's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For facilities-based CLEC using its own switch(es), CenturyLink shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what CenturyLink provides itself.

10.3.7.5 For CLEC's resale local exchange lines, CenturyLink shall provide access to the same 911 trunks used for CenturyLink's retail customers which extend from the CenturyLink End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a CenturyLink telephone number is ported out, receiving CLEC or its designated agent shall be responsible to update the ALI/DMS database. When CLEC's telephone number is ported in, CenturyLink shall be responsible to update the ALI/DMS database.

10.4 White Pages Directory Listings Service

10.4.1 Description

White Pages Directory Listings Service consists of CenturyLink placing the names, addresses and telephone numbers of CLEC's End User customers in CenturyLink's Listings database, based on End User customer information provided to CenturyLink by CLEC. CenturyLink is authorized to use CLEC End User customer Listings as noted below, to the extent CLEC chooses to provide such Listings to CenturyLink, in CLEC's sole discretion.

10.4.2 Terms and Conditions

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using CenturyLink's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to CenturyLink, in standard format, by mechanized or by manual transmission to CenturyLink, its primary, premium and privacy Listings.

10.4.2.1.1 CenturyLink will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based End User customers at no monthly recurring charge.

10.4.2.1.2 If provided to CenturyLink, CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at CenturyLink's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the CenturyLink General Exchange Tariffs.

10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." CenturyLink will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for CenturyLink's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its End User customer's Listings to CenturyLink, CLEC grants CenturyLink access to CLEC's End User customer Listings information except for CLEC's Listings marked as nonpublished or nonlisted, for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes. CenturyLink will incorporate CLEC End User customer Listings in the Directory Assistance Database. CenturyLink will incorporate CLEC's End User customer Listings information in all existing and future Directory Assistance applications developed by CenturyLink. Should CenturyLink cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User customer Listings will be treated the same as CenturyLink's End User customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for CenturyLink to sell, make available, or release CLEC's End User customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for CenturyLink to sell, make available, or release CLEC's End User customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User customers by Carrier. CenturyLink will not charge CLEC for up End User dating and maintaining CenturyLink's Listings databases. CLEC will not receive compensation from CenturyLink for any sale of Listings by CenturyLink as provided for under this Agreement.

10.4.2.6 To the extent that state Tariff(s) limit CenturyLink's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 CenturyLink is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 CenturyLink provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and CenturyLink's End User customers. All requests for white pages directory listings, whether for CLEC or CenturyLink End User customers, follow the same processes for entry into the Listings database.

10.4.2.9 CenturyLink will take reasonable steps in accordance with industry practices to accommodate CLEC's nonpublished and nonlisted Listings provided that CLEC has supplied CenturyLink the necessary privacy indicators on such Listings.

10.4.2.10 CLEC's white pages directory listings will be in the same font and size as Listings for CenturyLink End User customers, and will not be separately classified.

10.4.2.11 CenturyLink processes for publication of white pages Directory Listings will make no distinction between CLEC's and CenturyLink's subscribers. CLEC's Listings will be provided with the same accuracy and reliability as CenturyLink's End User customer Listings. CenturyLink will ensure CLEC's Listings provided to CenturyLink are included in the white pages directory published on CenturyLink's behalf using the same methods and procedures, and under the same terms and conditions, as CenturyLink uses for its own End User customer Listings.

10.4.2.12 For CLEC's End User customers whose Listings CLEC provides to CenturyLink for submission to its official directory publisher, CenturyLink shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such CLEC End User customers at Parity with CenturyLink End User customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to CenturyLink are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to CenturyLink, including End User customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying CenturyLink with the applicable Listing information. CenturyLink understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to CenturyLink reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 If CLEC provides Listing Information to CenturyLink its End User customer names, addresses and telephone numbers will be provided in a standard mechanized or manual format, as specified by CenturyLink.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide CenturyLink the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of End User customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to CenturyLink, CenturyLink will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on CenturyLink's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 CenturyLink will provide CLEC a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in CenturyLink's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its white page Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User customers, including:

10.4.2.22.1 All End User customer account activity (e.g., End User customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to CenturyLink);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User customer information (if End User customer information provided by CLEC to CenturyLink does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User customers.

10.4.2.23 Pursuant to Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, CenturyLink will provide subscriber list information gathered in CenturyLink's capacity as a provider of local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, CenturyLink shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and CenturyLink and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 CenturyLink shall use commercially reasonable efforts to ensure that its retail End User customer Listings provided to CLEC are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. CenturyLink further represents that it shall review all its retail End User customer Listings information provided to CLEC including End User customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 CenturyLink represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in CenturyLink's Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to CenturyLink's End User customers.

10.4.2.25 CenturyLink further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory, a notice

that End User customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

10.4.2.26 CenturyLink agrees that any arrangement with an Affiliate or contractor for the publication of white pages directory Listings shall require such Affiliate or contractor to provide CLEC space in the customer guide pages of the white pages directory for the purpose of notifying End User customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable locate service; and (6) contact the special needs center for End User customers with disabilities.

10.4.2.27 If CLEC submits its End User customer Listings to CenturyLink through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to CenturyLink, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to CenturyLink on its behalf and to work with CenturyLink in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's End User customers' Listings to CenturyLink.

10.4.2.27.3 CLEC's use of an agent in submitting its customers' Listings to CenturyLink shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

10.4.3 Rate Elements

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 CenturyLink provides training on white pages directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC Listings can be submitted for inclusion in CenturyLink white pages directories according to the directions in the CenturyLink Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT (<http://www.centurylink.com/wholesale/pcat/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

10.5 Directory Assistance Service

10.5.1 Description

10.5.1.1 Directory Assistance Service is a voice service that CenturyLink provides to its own End User customers, reseller and/or facilities-based CLEC, and to other Telecommunications Carriers. Directory Assistance Service provided to CLEC includes non-discriminatory access to CenturyLink's Directory Assistance centers, services, and Directory Assistance Databases. Directory Assistance Service provides voice callers published and nonlisted listing information, which is comprised of name and telephone number, and address if available, as contained in CenturyLink's then-current Directory Assistance Database and in the national Directory Assistance Database that is accessed by CenturyLink. Directory Assistance Service is available with CLEC-specific branding, generic branding and with Directory Assistance Call Completion service options, where available. If facilities-based CLEC chooses to access CenturyLink's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable.

10.5.1.1.1 Directory Assistance Service.

10.5.1.1.1.1 Local Directory Assistance Service. Provides CLEC's End User customers published and non-listed Listing information within the caller's LATA that are included in CenturyLink's then-current Directory Assistance Database.

10.5.1.1.1.2 National Directory Assistance Service. Provides CLEC's End User customers published and non-listed Listing information from the database of the national Directory Assistance Services vendor selected and accessed by CenturyLink.

10.5.1.1.1.3 Call Branding Service. Provides CLEC Local and national Directory Assistance Service that is branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific Call Branding and generic branding are optional services available to CLEC.

a) Front End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User customer at the start of the call.

b) Back End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User customer at the completion of the call.

c) Intentionally Left Blank.

d) CenturyLink will record CLEC's specific brand message.

10.5.1.1.1.4 Call completion service allows CLEC's End User customers' local/intraLATA calls to be completed, where available.

10.5.2 Terms and Conditions

10.5.2.0 Directory Assistance Service accessed over CLEC's resold local exchange lines includes terms and conditions (except prices) for Directory Assistance Service in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Directory Assistance Service is available to facilities-based CLEC as described in this Section unless otherwise noted. If facilities-based CLEC chooses to access CenturyLink's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Directory Assistance Service is available to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.2.1 Intentionally Left Blank.

10.5.2.2 CenturyLink's Directory Assistance Database is the database owned and maintained by CenturyLink which contains only those (i) published and non-listed telephone number Listings obtained by CenturyLink from its own End User customers, and (ii) certain other published and non-listed telephone number Listings that have been lawfully obtained by CenturyLink for subscribers of other service providers. CLEC has the right, but not the obligation pursuant to this Agreement to provide Listing information about its End Users (i.e. "subscribers" within the meaning of this definition) to CenturyLink for purposes of being included in CenturyLink's Listing database, and in the event such information is provided to CenturyLink by CLEC, it shall be governed by the terms and provisions of this Agreement.

10.5.2.3 CenturyLink will provide access to Directory Assistance Service for facilities-based CLEC using its own or a third party's Switch(es) via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from CenturyLink or provide them itself. These operator service trunks will be connected directly to a CenturyLink Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one (1) operator services trunk for each NPA served.

10.5.2.4 CenturyLink will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all CenturyLink End User customers. CenturyLink will provide the same priority of handling for CLEC's End User customer calls to CenturyLink's Directory Assistance Service as it provides for its own End User customer calls. Calls to CenturyLink's Directory Assistance Service are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or CenturyLink End User customers.

10.5.2.5 CLEC-specific Call Branding for Directory Assistance requires recording CLEC's name.

10.5.2.6 Intentionally Left Blank.

10.5.2.7 Intentionally Left Blank.

10.5.2.8 Reseller CLEC's End User customers will use the same dialing pattern to access Directory Assistance Service as used by CenturyLink's End User customers (i.e., 411, 555-1212, or NPA+555-1212).

10.5.2.9 Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User customers dial a unique number or use the same dialing pattern as CenturyLink End User customers use to access CenturyLink Directory Assistance Service.

10.5.2.10 CenturyLink will timely enter into its directory assistance database updates of CLEC's Listings that CLEC provides to CenturyLink as described in Section 10.4. CenturyLink will incorporate CLEC End User customer Listings in the Directory Assistance Database. CenturyLink will incorporate CLEC's End User customer Listings information in all existing and future Directory Assistance applications developed by CenturyLink. CenturyLink will implement quality assurance procedures such as random testing for listing accuracy. CenturyLink will identify itself to End User customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that End User customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, where CLEC supplies its Listings to CenturyLink, CLEC may request a comprehensive audit of CenturyLink's use of CLEC's Listings for Directory Assistance Service. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Listings for Directory Assistance Service provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of CenturyLink's use of CLEC's Listings in CenturyLink's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Listings for Directory Assistance Service that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 CenturyLink shall use CLEC's Listings supplied to CenturyLink by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for other lawful purposes, except that CLEC's Listings supplied to CenturyLink by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service. Directory Assistance Service is provided to CLEC for resale with resold local exchange lines at the CenturyLink retail price less the wholesale discount contained in Exhibit A, if any. Directory Assistance Service is provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.3.1 A per-call rate applies for Local Directory Assistance and for national Directory Assistance Services.

10.5.3.2 Intentionally Left Blank

10.5.3.3 A per-call rate is applicable for call completion service.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "CenturyLink Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." This questionnaire may be obtained from CLEC's CenturyLink account manager.

10.5.5 Billing

10.5.5.1 CenturyLink will track and bill CLEC for the number of calls placed to CenturyLink's Directory Assistance Service by CLEC's End User customers as well as for the number of requests for call completion service.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the operator services Switch. An End User customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. CenturyLink will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call completion service will be charged at the per call rate when the End User customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DAL) information consists of name, address and telephone number information contained in CenturyLink's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service. No prior authorization from CLEC shall be required for CenturyLink to sell, make available, or release CLEC's End User customer Directory Assistance Listings to Directory Assistance providers. In the case of subscribers who have non-published Listings within the Directory Assistance Database, CenturyLink shall provide the subscribers local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing; however, CenturyLink will not provide the non-

published telephone number in DAL information. DAL information includes privacy and use restriction indicators as requested by subscribers and by their service providers. DAL information is provided pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. DAL information shall be provided to CLEC at market-based prices contained in Exhibit A.

10.6.1.2 CenturyLink will provide DAL information via initial loads and daily updates by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. CenturyLink will provide all changes, additions or deletions to the DAL information overnight on a daily basis after database updates have been processed. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DAL information shall specify whether the CenturyLink End User customer is a residential, business, or government subscriber, and the Listings of service providers other than CenturyLink will specify such information where it has been provided by the service provider on the applicable Listing order.

10.6.1.4 In the event CLEC requires a reload of DAL information from CenturyLink's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 CenturyLink and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 If CLEC purchases use of DAL information under this Agreement, CenturyLink grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to DAL information for purposes of providing Directory Assistance Services and for other lawful purposes subject to the terms and conditions of this Agreement. CLEC is solely responsible for its lawful use of DAL information obtained under this Agreement pursuant to Section 251(b)(3) of the Act, including, but not limited to, use of such information only for purposes permitted, or not prohibited by, the Act, federal and state laws, rules, and regulations, the FCC's orders, rules and regulations, and the Commission's orders, rules, and regulations. As it pertains to the use of DAL information in this Agreement, "Directory Assistance Services" shall mean the provision by CLEC, via telephone, via a live operator or mechanized system, of telephone number and address information for an identified name or the name and/or address for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier or a competing provider of telephone Exchange Service or telephone toll service, or this Agreement is terminated, this access grant automatically terminates.

10.6.2.1.1 CenturyLink shall make commercially reasonable efforts to ensure that Listings belonging to CenturyLink retail End User customers provided to CLEC in DAL information are accurate and complete. All third party DAL information is provided AS IS, WITH ALL FAULTS. CenturyLink shall review all of its End User customer Listings information provided to CLEC, including, but not limited to, End User customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.1.2 CLEC must not and will not (i) use DAL information for purposes of directory publishing or (ii) sublicense, sell, provide or otherwise transfer DAL information to directory publishers for purposes of directory publishing.

10.6.2.1.3 Listings included in CenturyLink's DAL information and marked to indicate a restriction on use, or to indicate a restriction on inclusion of DAL information in Directory Assistance Services applications, shall be used by CLEC only in a manner that is consistent with each such restriction and that does not violate a restriction, including, but not limited to the following.

10.6.2.1.3.1 Restriction indicators on DAL information include:

- Privacy indicators, including, but not limited to, nonpublished and nonlisted indicators;
- No solicitation indicators;
- Omit from address directories indicators; and
- Omit from telemarketing, direct mail, and e-mail lists indicators.

10.6.2.1.3.2 Nonpublished Listings information provided in DAL information shall not be used for any purpose except for providing Directory Assistance Services. When used in Directory Assistance Services applications, nonpublished Listings shall not be used for any purpose other than in matching a search query. The nonpublished subscriber name and address, while supplied to CLEC in DAL information, shall not be provided to any person other than the operator responding to the End User customer Directory Assistance Services query.

10.6.2.2 If CLEC purchases use of DAL information under this Agreement, CLEC will obtain and timely enter into its directory assistance database daily updates of the DAL information, will implement quality assurance procedures such as random testing for directory assistance Listing accuracy, and will identify itself to End User customers calling its Directory Assistance Services either by company name or operating company number so that End User customers have a means to identify with whom they are dealing.

10.6.2.3 Intentionally Left Blank.

10.6.2.4 CenturyLink shall retain all right, title, interest and ownership in and to the DAL information it provides under this Agreement. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of End Users to a third party calling its Directory Assistance Services for such information, the fact that any subscriber included in the Directory Assistance Database obtains service from either Party or from a particular service provider is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 Each Party shall take commercially reasonable and prudent measures to prevent unlawful use of DAL information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to DAL information when contained in any database.

10.6.2.5.1 Unauthorized use of DAL information, or any disclosure to a third party of the fact that an End User whose Listing is furnished in the DAL information, subscribes to either Party or to a specific service provider, shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the termination of this Agreement, CLEC shall (a) return and cease using any and all DAL information which it has obtained from CenturyLink's Directory Assistance Database and which it has in its possession or control, (b) extract and expunge any and all copies of such DAL information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to CenturyLink from CLEC's officer that all of the foregoing actions have been completed. A copy of this certification may be provided to any service provider who has provided CenturyLink with any DAL information covered by such certification.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the End User information contained within the DAL information. CLEC must remove from its database any telephone number for an End User whose Listing has become non-published when so notified by CenturyLink or such End User.

10.6.2.8 Audits -- In accordance with Section 18, CenturyLink may request a comprehensive audit of CLEC's use of the DAL information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DAL information provided under this Agreement and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (1) Audits per twelve (12) month period commencing with the Effective Date of this Agreement. The Parties may "seed" or specially code some or all of the DAL information that it provides under this Agreement in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Section 10.6.

10.6.2.8.2 All paper and electronic records will be subject to Audit.

10.6.2.9 CLEC recognizes that certain providers who have provided DAL information that is included in CenturyLink's Directory Assistance Database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their DAL information.

10.6.2.9.1 CLEC indemnifies CenturyLink for any and all loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including, but not limited to, attorneys' fees) raised by these other service providers who have provided any DAL information that is included in CenturyLink's Directory Assistance Database whether formal or informal and will handle all communications with these service providers regarding this matter.

10.6.2.10 CenturyLink will provide a non-discriminatory process and procedure for contacting End Users with non-published telephone numbers that are included in CenturyLink's Directory Assistance Database in emergency situations. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance Services and purchases CenturyLink's DAL product.

10.6.2.11 All of the provisions of Section 10.6.2 of this Agreement will survive expiration or termination of this Agreement.

10.6.3 Rate Elements

Recurring and nonrecurring rate elements for DAL information are described below and rates are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Directory Assistance Database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Directory Assistance Database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DAL information in the Directory Assistance Database.

10.6.3.4 One-Time Set-Up Fees -- Charges for database loads.

10.6.3.5 Output Charges -- Media charges resulting from the electronic transmission of the DAL information.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DAL information load or update files for CenturyLink's local Exchange Service areas in its 14 state operating territory or, on a state-specific basis, or, where Technically Feasible, CLEC may order the initial DAL information load or update files by CenturyLink White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the DAL Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services (operator services) are a family of offerings that assist CLEC's resale and facilities-based End User customers in making and receiving EAS/local and IntraLATA toll calls. Operator services provided to CLEC include non-discriminatory access to CenturyLink operator service centers, services, and personnel. If facilities-based CLEC using CenturyLink's, its own, or a third party's Switch(es) chooses to access CenturyLink's operator services, they are provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Operator services shall be provided to CLEC as a facilities-based provider at the market-based rates contained in Exhibit A.

10.7.1.1.1 EAS/Local and IntraLATA Assistance. Assists CLEC End User customers requesting help or information on making and receiving EAS/local and IntraLATA toll calls, connects CLEC End User customers to CenturyLink's Directory Assistance Service, and provides other information and guidance, including referral to the business office and repair, as may be consistent with CenturyLink's customary practice for providing End User customer assistance.

10.7.1.1.2 Intentionally Left Blank.

10.7.1.1.3 Emergency Assistance. Provides assistance for handling CLEC's End User customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing CenturyLink with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Intentionally Left Blank.

10.7.1.1.5 Intentionally Left Blank.

10.7.1.1.6 Quote Service – Provides time and charges to hotel/motel and other CLEC End User customers for guest/account identification.

10.7.1.1.7 CLEC-Specific Call Branding Service. Provides CLEC's End User customers the operator services listed in this Section branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific and generic Call Branding are optional services available to CLEC.

10.7.1.1.7.1 Front End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User customer at the start of the call.

10.7.1.1.7.2 Back End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User customer at the completion of the call.

10.7.2 Terms and Conditions

10.7.2.0 Operator services accessed over CLEC's resold local exchange lines include terms and conditions (except prices) for operator services in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Operator services are available to facilities-based CLEC as described in this Section 10.7, unless otherwise noted.

10.7.2.0.1 CenturyLink does not authorize CLEC to offer CenturyLink the incumbent Local Exchange Carrier (ILEC) as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User customers on CenturyLink's behalf. If CLEC assigns CenturyLink the ILEC, LPIC 5123, to CLEC's existing or new End User customers, CenturyLink will bill reseller CLEC for IntraLATA Toll services at the CenturyLink retail rate less the wholesale discount contained in Exhibit A, if any, and will bill facilities-based CLEC at the rates contained or referenced in Exhibit A, and CenturyLink will not directly bill CLEC's End User customers for such IntraLATA Toll services.

10.7.2.0.2 If CLEC assigns CenturyLink the ILEC, PIC 5123, to CLEC's existing or new End User customers, transport beyond CenturyLink's local interoffice network for IntraLATA Toll services will be provided over CenturyLink's IntraLATA Toll network. Routing tables resident in CenturyLink's Switch(es) will direct CLEC's traffic over CenturyLink's interoffice message trunk network.

10.7.2.0.3 If, during the term of this Agreement, CenturyLink the ILEC offers IntraLATA Toll services directly to CLEC's End User customers, CenturyLink will establish its own billing relationship with such End User customers, and CenturyLink will not bill CLEC, and CLEC shall have no obligation to pay CenturyLink, for such IntraLATA Toll services CenturyLink provides to CLEC's End User customers.

10.7.2.1 For facilities-based CLEC using its own or a third party's Switch(es), Interconnection to CenturyLink's operator services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the CenturyLink operator services host Switch. The second connection point is an operator services trunk connected directly to a remote CenturyLink operator services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow CenturyLink guidelines.

10.7.2.3 In order for CLEC to use CenturyLink's operator services as a facilities-based CLEC using its own or a third party's Switch(es), CLEC must provide an operator service trunk between CLEC's End Office Switch and the Interconnection point on the CenturyLink operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Intentionally Left Blank.

10.7.2.6 Intentionally Left Blank.

10.7.2.7 CenturyLink will perform operator services in accordance with operating methods, practices, and standards in effect for all its End User customers, including making and receiving EAS/local and IntraLATA Toll calls. CenturyLink will respond to CLEC's End User customer calls to CenturyLink's operator services according to the same priority scheme as it responds to CenturyLink's End User customer calls. Calls to CenturyLink's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or CenturyLink End User customers.

10.7.2.8 CenturyLink will provide operator services to CLEC where Technically Feasible and facilities are available. CenturyLink may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User customers, and to the extent it does so, CenturyLink will provide notice to CLEC on a timely basis consistent with Commission rules and notice requirements.

10.7.2.9 CenturyLink shall maintain adequate equipment and personnel to reasonably perform the operator services. Facilities-based CLEC using its own or a third party's Switch(es) shall provide and maintain the facilities necessary to connect its End User customers to the locations where CenturyLink provides the operator services and to provide all information and data needed or reasonably requested by CenturyLink in order to perform the operator services.

10.7.2.10 Intentionally Left Blank.

10.7.2.11 CLEC-specific Call Branding for operator services includes recording and setting up CLEC's brand message and loading the brand message into CenturyLink's Switch(es). CenturyLink will record CLEC's brand message.

10.7.2.12 Intentionally Left Blank.

10.7.2.13 Reseller CLEC's End User customers dial the same number CenturyLink's own End User customers dial to access operator services, including "0" or "0+." Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User customers access CenturyLink operators by dialing a unique number or by using the same dialing pattern as used by CenturyLink End User customers.

10.7.3 Rate Elements

The following rate elements apply to operator services. Operator services are provided to CLEC for resale with resold local exchange lines at the CenturyLink retail price less the wholesale discount contained in Exhibit A, if any. Operator services are provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.7.3.1 Operator services are priced on a per call basis, as follows.

10.7.3.1.1 Operator Services Calls – Charges apply for each completed call handled by operator services, including EAS/local calls and IntraLATA toll calls made, or received and accepted, by CLEC's End User customer.

10.7.3.1.2 Intentionally Left Blank.

10.7.3.1.3 Intentionally Left Blank.

10.7.3.1.4 Intentionally Left Blank.

10.7.3.1.5 Intentionally Left Blank.

10.7.3.1.6 Busy Line Verify – Charges apply for each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – Charges apply for each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – Charges apply for operator assistance whether a call is completed or not, that does not otherwise generate an operator surcharge as described in this Section. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where CLEC's End User customer requests information from the operator and no attempt is made to complete a call; and calls for quotation service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that CLEC's End User customer makes contact with the location, telephone number, person or extension designated by the End User customer.

10.7.3.2 Intentionally Left Blank.

10.7.3.3 CLEC-Specific Call Branding Nonrecurring Charges. CenturyLink will charge CLEC a nonrecurring set-up and recording fee for establishing CLEC-specific Call Branding, and for loading CLEC's brand message in CenturyLink's Switch(es). CLEC must pay such nonrecurring charges prior to commencement of CLEC-specific branding. The nonrecurring charges apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order operator services by completing the "CenturyLink Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." Copies of this questionnaire may be obtained from CLEC's designated CenturyLink account manager.

10.7.5 Billing

10.7.5.1 CenturyLink will track usage and bill CLEC for the calls made and received by CLEC's End User customers and facilities.

10.7.5.2 CenturyLink will compute CLEC's invoice based on calls made and received by CLEC's End User customers.

10.7.5.3 If, due to equipment malfunction or other error, CenturyLink does not have available the necessary information to compile an accurate Billing statement, CenturyLink may render a reasonably estimated bill, but shall notify CLEC of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. CenturyLink shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.7.5.4 CenturyLink shall provide to CLEC usage information within CenturyLink's control with respect to calls originated by or terminated to CLEC's 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. Without limiting the generality of the foregoing, CenturyLink shall provide CLEC with Daily Usage Feed (DUF) billing information.

10.7.5.5 Intentionally Left Blank.

10.7.5.6 If CLEC assigns CenturyLink the ILEC to provide IntraLATA Toll services for its End User customers, CenturyLink shall bill CLEC and CLEC shall pay CenturyLink for such services in accordance with Exhibit A.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

Access to CenturyLink poles, ducts and rights of way as required by Section 251 of the Act is available to CLEC upon request and completion of an amendment to this Agreement.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or customers, or their property as it employs to protect its own personnel, customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications 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 covering their employees on such security requirements and penalties.

11.4 CenturyLink and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of CenturyLink ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. CenturyLink assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a CenturyLink ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with CenturyLink security and safety procedures and requirements while performing work activities on CenturyLink's Premises.

11.8 CenturyLink will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by CenturyLink.

11.9 CenturyLink will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. CenturyLink has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on CenturyLink security policies and guidelines.

11.12 When working on CenturyLink ICDF Frames or in CenturyLink's common or CLEC equipment line-ups, CenturyLink and CLEC employees, agents and vendors agree to adhere to CenturyLink quality and performance standards provided by CenturyLink and as specified in this Agreement.

11.13 CLEC shall report all material losses to CenturyLink Security. All security incidents are to be referred directly to local CenturyLink Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 CenturyLink and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 CenturyLink and CLEC shall ensure adherence by their employees, agents and vendors to all applicable CenturyLink environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 CenturyLink and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to CenturyLink all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the CenturyLink identification/access card.

11.18 CenturyLink and CLEC's employees, agents and vendors shall comply with CenturyLink Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in CenturyLink buildings, Wire Centers, or other CenturyLink facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. CenturyLink shall provide written notice within five (5) Days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved,

2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from CenturyLink. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the CenturyLink buildings or on the grounds.

11.21 No weapons of any type are allowed on CenturyLink Premises. Vehicles on CenturyLink property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 CenturyLink employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the CenturyLink Premises, CenturyLink equipment or CenturyLink services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to CenturyLink Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a CenturyLink Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 CenturyLink is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a CenturyLink parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and CenturyLink

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security may be notified. Continued violations may result in termination of access privileges. CenturyLink shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the CenturyLink Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other CenturyLink states)

11.27 CLEC will submit a CenturyLink Collocation Access Application form for individuals needing to access CenturyLink facilities. CLEC and CenturyLink will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to CenturyLink Security. If cards or keys cannot be collected, CLEC will immediately notify CenturyLink at 800-210-8169.

11.30 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 CenturyLink and CLEC employees, agents and vendors will notify CenturyLink Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify CenturyLink if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. CenturyLink may deny access to anyone who in the reasonable judgment of CenturyLink threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to CenturyLink Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to CenturyLink Security, who will provide it to the appropriate CenturyLink personnel.

11.34 Revenue Protection. CenturyLink shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 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 and 500 numbers. CenturyLink shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 CenturyLink shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if CenturyLink could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If CenturyLink becomes aware of potential fraud with respect to CLEC's accounts, CenturyLink will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. CenturyLink provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 CenturyLink provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from CenturyLink Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from CenturyLink Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, CenturyLink will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide CenturyLink with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**12.1 Description**

12.1.1 CenturyLink has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and CenturyLink's OSS. These gateways provide security for the interfaces, protecting the integrity of the CenturyLink OSS and databases. CenturyLink's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that CenturyLink has developed and shall provide to CLEC. Additional technical information and details shall be provided by CenturyLink in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." CenturyLink will continue to make improvements to the electronic interfaces as technology evolves, CenturyLink's legacy systems improve, or CLEC needs require. CenturyLink shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, CenturyLink shall provide CLEC non-discriminatory access to CenturyLink's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, CenturyLink shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, CenturyLink shall provide CLEC access to CenturyLink's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. CenturyLink will comply with the standards for access to OSS set forth in Section 20. CenturyLink shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. CenturyLink shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. CenturyLink shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, CenturyLink shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. CenturyLink shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, CenturyLink will identify how its interface differs from national guidelines or standards. CenturyLink shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-ordering, Ordering and Provisioning

12.2.0 CenturyLink will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. CenturyLink will work cooperatively with CLECs through the CMP to consider any suggestions made by CLECs to improve or modify such plans. CLEC-specific requests for modifications to such plans will be negotiated and mutually agreed upon between CenturyLink and CLEC.

12.2.0.1 Ordering and Provisioning

12.2.0.1.1 Ordering and Provisioning - CenturyLink will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes CenturyLink to provision in accordance with CenturyLink's published business rules.

12.2.0.1.2 CenturyLink will provide all Provisioning services to CLEC during the same business hours that CenturyLink provisions services for its End User customers. CenturyLink will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis, as it provides such Provisioning services to itself, its End User customers, its Affiliates or any other Party. CenturyLink shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.0.1.3 When CLEC places a manual order, CenturyLink will provide CLEC with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of Local Service Requests (LSR) or Access Service Requests (ASR) are subject to the provisions of Section 12.2.6.

12.2.0.1.5 When CenturyLink provides installation on behalf of CLEC, CenturyLink will advise CLEC's End User customer to notify CLEC immediately if the End User customer requests a service change at the time of installation.

12.2.1 Ordering Process

12.2.1.1 Local Service Requests (LSR)

12.2.1.1.1 CenturyLink shall provide electronic interface gateways for submission of LSRs, including both an application-to-application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application-to-application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-order and Order transactions from CLEC to CenturyLink and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.1.4 Functions Pre-ordering - CenturyLink will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. CenturyLink will make the following real time pre-order functions available to CLEC:

12.2.1.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.1.4.2 Access to Customer Service Records (CSRs) for CenturyLink retail or resale End User customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.1.4.3 Telephone number request and selection;

12.2.1.1.4.4 Reservation of appointments for service installations requiring the dispatch of a CenturyLink technician on a non-discriminatory basis;

12.2.1.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.1.4.6 Service address verification;

12.2.1.1.4.7 Facility availability, Loop qualification and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils;

12.2.1.1.4.8 A list of valid available CFAs for Unbundled Loops;

12.2.1.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

12.2.1.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable;

12.2.1.1.4.11 NC/NCI combinations supported by IMA flow-through can be addressed;

12.2.1.1.4.12 Raw Loop Data can be validated in IMA and QORA and retrieved by segments and sub-segments; and

12.2.1.1.4.13 Loop Qualification for ISDN and CenturyLink DSL services can be performed using IMA Loop Qualification Tool.

12.2.1.1.5 When CLEC places an electronic order, CenturyLink will provide CLEC with an electronic FOC. The FOC will follow industry-standard formats and contain the CenturyLink Due Date for order completion. Upon completion of

the order, CenturyLink supplies two (2) completion notices: 1) service order completion (SOC) which notifies CLEC when the service order record was completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.1.6 When CLEC places an electronic order, CenturyLink will provide notification electronically of any instances when 1) CenturyLink's Committed Due Date is in jeopardy of not being met by CenturyLink, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.7 When CLEC places a manual order, CenturyLink provide notification of any instances when 1) CenturyLink's committed Due Date is in jeopardy of not being met by CenturyLink on any service, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 Intentionally Left Blank.

12.2.1.1.8.2 Intentionally Left Blank.

12.2.1.1.8.3 When CLEC requests from CenturyLink more than fifty (50) SecurIDs for use by CLEC customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from CenturyLink, then CLEC shall be able to use SecurIDs until such time as CenturyLink provisions the T1 line and the line permits pre-order and order information to be exchanged between CenturyLink and CLEC.

12.2.1.1.9 Application-to-application Facilities-based Listing Process. CenturyLink shall provide an application-to-application facilities-based listing interface to enable CLEC's listing data to be translated and passed into the CenturyLink listing database. This interface is based upon OBF LSOG and the appropriate electronic transmission standards. CenturyLink shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 CenturyLink shall provide a computer-to-computer batch file interface, an application-to-application interface, and a GUI interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). CenturyLink shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2.2 Functions Pre-ordering. CenturyLink will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described in this Section. CenturyLink will make the following real time pre-order functions available to CLEC:

- 12.2.1.2.2.1 Service Address validation;
- 12.2.1.2.2.2 CFA validation;
- 12.2.1.2.2.3 NC-NCI validation;
- 12.2.1.2.2.4 BAN validation; and
- 12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When CLEC places an electronic or manual order, CenturyLink will provide notification of any instances when 1) CenturyLink's committed Due Date is in jeopardy of not being met by CenturyLink, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.2.4 When CLEC places an electronic order, CenturyLink will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the CenturyLink Due Date for order completion.

12.2.2 Maintenance and Repair

12.2.2.1 CenturyLink shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User customer's trouble history at a specific location, conducting testing of an End User customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between CenturyLink and CLEC while the Trouble Report (TR) is open and a CenturyLink technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 CenturyLink shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 CenturyLink shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the CenturyLink Interexchange Access Billing System (IABS), CenturyLink will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the CenturyLink Customer Record Information System (CRIS), CenturyLink will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by CenturyLink. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the CenturyLink region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding CenturyLink holidays. This information is a file of unrated CenturyLink originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained

with the message detail. CenturyLink will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - CenturyLink will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between CenturyLink and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management. CenturyLink agrees to maintain a change management process, known as (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address CenturyLink's OSS, products and processes. The CMP shall include, but not be limited to, utilization of the following: (i) a forum for CLEC and CenturyLink to discuss CLEC and CenturyLink change requests (CR), CMP notifications, systems release life cycles,

and communications; (ii) provide a forum for CLECs and CenturyLink to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) a mechanism to track and monitor CRs and CMP notifications; (iv) established intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to CenturyLink's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated CenturyLink processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by CenturyLink that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and CenturyLink and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, CenturyLink will submit to CLECs through the CMP, among other things, modifications to existing products and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/provisioning, maintenance/repair or billing processes, introduction of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, discontinuance of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. CenturyLink will maintain as part of CMP an escalation process so that CMP issues can be escalated to a CenturyLink representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between CenturyLink and CLECs in the ongoing CMP. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments CenturyLink has made regarding maintaining its CMP and CenturyLink commits to implement agreements made in the CMP process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP, as set forth in the CMP Document. CenturyLink will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between CenturyLink and CLEC to support local service delivery, CLEC and CenturyLink may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and CenturyLink will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once CenturyLink receives a complete and accurate New Customer Questionnaire, CenturyLink and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 CenturyLink Responsibilities for On-going Support for OSS Interfaces

CenturyLink will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

12.2.8.1 CenturyLink will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 CenturyLink will provide an Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. CenturyLink will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 CenturyLink shall provide training mechanisms for CLEC to pursue in educating its internal personnel. CenturyLink shall provide training necessary for CLEC to use CenturyLink's OSS interfaces and to understand CenturyLink's documentation, including CenturyLink's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. CLEC must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 CenturyLink will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with CenturyLink's OSS. CenturyLink has established the following test processes to assure the implementation of a solid interface between CenturyLink and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and CenturyLink will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or CenturyLink has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) regression testing: CenturyLink's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of application-to-application interface. Regression testing-SATE provides CLEC the opportunity to validate its technical

development efforts built via CenturyLink documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink. CenturyLink will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 SATE-progression testing: CLEC has the option of participating with CenturyLink in progression testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Progression testing provides CLEC the opportunity to validate its technical development efforts built via CenturyLink documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted electronic transactions through IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink. CenturyLink will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is required.

12.2.9.3.4 Controlled Production – CenturyLink and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit electronic data that completely meets the appropriate electronic transmission standards and complies with all CenturyLink business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the CenturyLink production environment. CenturyLink treats these pre-order queries and orders as production pre-order and order transactions. CenturyLink and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using the application-to-application interface, CenturyLink shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. CenturyLink will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with CenturyLink for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. CenturyLink will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to CenturyLink, CenturyLink will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the application-to-application interface, CLEC must work with CenturyLink to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. CenturyLink and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, CenturyLink will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, CenturyLink has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the CenturyLink coordinator in conjunction with the release manager of each IMA release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the CenturyLink Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new IMA application-to-application release, however, CLEC must complete the re-certification and migration to the new release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the

products/order activities must have been tested in the SATE environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to CenturyLink.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, CenturyLink shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

12.2.10 CLEC Support

12.2.10.1 CenturyLink shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. CenturyLink shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. CenturyLink will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the CenturyLink system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on CenturyLink's wholesale web site. CenturyLink will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. CenturyLink shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes CenturyLink to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 CenturyLink will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which CenturyLink provides for itself, its End User customers, its Affiliates, or any other party. CenturyLink shall provide CLEC repair status information in substantially the same time and manner as CenturyLink provides for its retail services.

12.3.1.2 During the term of this Agreement, CenturyLink will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by CenturyLink to itself, its End User customers, its Affiliates, or any other party.

12.3.1.3 CenturyLink will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to CenturyLink, its End User customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 CenturyLink shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User customers. Upon request, CenturyLink shall use CLEC provided and branded Maintenance and Repair forms. CenturyLink may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall CenturyLink provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on CenturyLink no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User customer base and will have the responsibility for resolution of any service trouble report(s) from its End User customers. CLEC will perform trouble isolation on services it provides to its End User customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to CenturyLink. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. CenturyLink will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that CenturyLink perform trouble isolation with CLEC, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is found to be on CLEC's side or on the End User customer's side of the Demarcation Point. If the trouble is on the End User customer's side of the Demarcation Point, CLEC is required to perform its own maintenance.

12.3.4.3 Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by CenturyLink, and CenturyLink determines that the trouble is on the CLEC or the End User customer's side of the Loop Demarcation Point, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation Charge applies. When CLEC elects not to perform trouble isolation and CenturyLink performs tests at CLEC request, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is not in CenturyLink's facilities, including CenturyLink's facilities leased by CLEC. When trouble is found on CenturyLink's side of the Demarcation Point, or Point of Interface, during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Miscellaneous Charges or Trouble Isolation Charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, CenturyLink will not perform any maintenance of inside wire (premises wiring beyond the End User customer's Demarcation Point) for CLEC or its End User customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a CenturyLink line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User customer, CenturyLink will conduct testing, to the extent testing capabilities are available to CenturyLink, to diagnose and isolate a trouble in substantially the same time and manner that CenturyLink provides for itself, its End User customers, its Affiliates, or any other party.

12.3.6.2 Prior to CenturyLink conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User customer, CenturyLink must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, CenturyLink will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User customers or CLECs. On manually reported trouble for designed services provided in this Agreement, CenturyLink will provide CLEC test results upon request. For electronically reported trouble, CenturyLink will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that CenturyLink provides for itself, its End User customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to CenturyLink's portion of the line, circuit, or service provided in this Agreement before CenturyLink accepts a trouble report for that line, circuit or service. Once CenturyLink accepts the trouble report from CLEC, CenturyLink shall process the trouble report in substantially the same time and manner as CenturyLink does for itself, its End User customers, its Affiliates, or any other party.

12.3.6.5 CenturyLink shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 CenturyLink and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and CenturyLink will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and CenturyLink will provide their respective End User customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User customers of CenturyLink shall be instructed to report all cases of trouble to CenturyLink.

12.3.8.1.3 To the extent an End User's correct provider can reasonably be determined based on information provided by the End User and information readily available to the Party receiving a repair call, misdirected repair calls will be referred to the End User's correct provider;; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or CLEC from discussing its products and services with CLEC's or CenturyLink's End User customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and CenturyLink will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User customers contacting CenturyLink in error will be instructed to contact CLEC; and CenturyLink's End User customers contacting CLEC in error will be instructed to contact CenturyLink. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or CLEC from discussing its products and services with CLEC's or CenturyLink's End User customers who call the other Party seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 CenturyLink will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as customer information, CenturyLink will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within CenturyLink. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to CenturyLink and/or industry standards.

12.3.9.2 CenturyLink will meet with associated personnel from CLEC to share contact information and review CenturyLink's outage restoral processes and notification processes.

12.3.9.3 CenturyLink's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 CenturyLink will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User customers, its Affiliates, or any other party.

12.3.10.2 CenturyLink will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. CenturyLink shall provide notice of potentially CLEC End User customer

impacting maintenance activity, to the extent CenturyLink can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User customers, its Affiliates, or any other party.

12.3.10.3 CenturyLink shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by CenturyLink on any services, including, to the extent CenturyLink can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User customers. CenturyLink shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that CenturyLink shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 CenturyLink's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, CenturyLink's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 CenturyLink will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as CenturyLink employs for itself, its End User customers, its Affiliates, or any other party. CenturyLink escalations are manual processes.

12.3.12.2 CenturyLink repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces. Electronic escalation is not available for non-designed products.

12.3.12.3 CenturyLink shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 CenturyLink will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User customers, its Affiliates, or any other party.

12.3.13.2 Upon the acceptance of a complete and accurate trouble report from CLEC, CenturyLink will follow internal processes and industry standards, to resolve the repair condition. CenturyLink will dispatch repair personnel on occasion to repair the condition. It will be CenturyLink's decision whether or not to send a technician out on a dispatch. CenturyLink reserves the right to make this dispatch decision based on the

best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when CenturyLink believes the dispatch is not necessary, appropriate Miscellaneous Charges for dispatch will be billed by CenturyLink to CLEC if CenturyLink can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, CenturyLink is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC customer premises without prior CLEC authorization. For dispatch to the CLEC customer premises CenturyLink shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.14 Trouble Reporting

12.3.14.1 CLEC may submit trouble reports through the Electronic Bonding or GUI interfaces provided by CenturyLink. Trouble tickets created electronically in CEMR may be viewed at any time after creation.

12.3.14.2 Manually reported trouble tickets may be accessed by CLEC through electronic interfaces when the ticket has been closed. CLEC will only be able to view the history on the account.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of CenturyLink End User customers or on behalf of CLEC End User customers, will receive commitment intervals in substantially the same time and manner as CenturyLink provides for itself, its End User customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 CenturyLink will notify CLEC, in substantially the same time and manner as CenturyLink provides this information to itself, its End User customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone CenturyLink repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either CLEC or CenturyLink, endangers completing provisioning and/or installation processes and impacts meeting the schedule due date of CLEC's service request. When CLEC's service request is in jeopardy, CenturyLink notifies CLEC via a status update, email, jeopardy notification, telephone call, and/or FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC's service requests.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User customer trouble reports completely enough to insure, to the extent possible, that it sends to CenturyLink only trouble reports that involve CenturyLink facilities. For services and facilities where the capability to test all or portions of the CenturyLink network service or facility rest with CenturyLink, CenturyLink will perform test isolation and test the service and facility on behalf of CLEC.

12.3.18 Maintenance Standards

12.3.18.1 CenturyLink will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, CenturyLink will inform CLEC of repair completion in substantially the same time and manner as CenturyLink provides to itself, its End User customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its End User customers including service call handling and notifying its End User customers of trouble status and resolution.

12.3.19.2 All CenturyLink employees who perform repair service for CLEC customers will be trained in non-discriminatory behavior.

12.3.19.3 CenturyLink will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be CenturyLink's single and sole point of contact for all CLEC/DLEC End User customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to CenturyLink will be answered with the same quality and speed as CenturyLink answers calls from its own End User customers.

12.3.21 Single Point of Contact

12.3.21.1 CenturyLink will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 CenturyLink will notify CLEC of changes to its network or LERG amendments in accordance with the FCC rules, in substantially the same manner and timeframe as CenturyLink makes such network information available for itself, its End User customers, its Affiliates, or any other party. .

12.3.23 Maintenance Windows

12.3.23.1 Generally, CenturyLink performs major Switch maintenance activities off-hours, during certain "maintenance windows." Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although CenturyLink normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. CenturyLink will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as CenturyLink provides this information to itself, its End User customers, its Affiliates, or any other party.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User customer or CLEC services. During the embargo period, CenturyLink will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent CenturyLink provisions trunk or trunk facility related service orders for itself, its End User customers, its Affiliates, or any other party during embargoes, CenturyLink shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval. CenturyLink shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or CenturyLink, its End User customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, CenturyLink shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to CenturyLink no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for frame conversion embargo periods in substantially the same time and manner as CenturyLink notifies itself, its End User customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for Switch conversion embargo periods in substantially the same time and manner as CenturyLink notifies itself, its End User customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that CenturyLink shall use its best efforts to avoid the loss of End User customer service. Such best efforts shall be substantially the same time and manner as CenturyLink uses for itself, its End User customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by CenturyLink.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by CenturyLink.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by CenturyLink.

12.3.24.7.8 In the event that CLEC End User customer service is disconnected in error, CenturyLink will restore service in substantially the same time and manner as CenturyLink does for itself, its End User customers, its Affiliates, or any other party. Restoration of CLEC End User customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. CenturyLink shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as CenturyLink does for itself, its End User customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. CenturyLink shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to CenturyLink's existing Switches. CenturyLink shall provide CLEC substantially the same service order processing capabilities as CenturyLink provides itself, its End User customers, Affiliates, or any other party during such Switch hardware additions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. CenturyLink will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User customers' calls in the same manner as CenturyLink routes its End User customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

Section 15.0 - CENTURYLINK'S OFFICIAL DIRECTORY PUBLISHER

15.1 CenturyLink and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including CenturyLink's Official Directory Publisher. CenturyLink acknowledges that CLEC may request CenturyLink to facilitate discussions between CLEC and CenturyLink's Official Directory Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User customer changes from CenturyLink to CLEC, or from CLEC to CenturyLink, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by CenturyLink as a product or service shall be treated as a Bona Fide Request (BFR). CenturyLink shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. CenturyLink will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate CenturyLink form for BFRs. CLEC and CenturyLink may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. CenturyLink will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, CenturyLink shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, CenturyLink shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, CenturyLink will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, CenturyLink shall provide to CLEC an analysis of the BFR. The analysis shall specify CenturyLink's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If CenturyLink determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, CenturyLink shall advise CLEC as soon as reasonably possible of that fact, and CenturyLink shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If CenturyLink determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after CenturyLink notifies CLEC that the BFR qualifies under the Act, CenturyLink shall provide to CLEC a BFR quotation. The BFR quotation will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quotation, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and CenturyLink determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent CenturyLink has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. CenturyLink may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon CenturyLink to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain

a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by CenturyLink under the non-disclosure sections of this Agreement.

17.15 CenturyLink will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. CenturyLink shall make available a topical list of the BFRs that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. CenturyLink shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. CenturyLink shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that CenturyLink may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefore.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means 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 the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and CenturyLink will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, CenturyLink will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of CenturyLink, consistent with budgetary responsibilities, consideration for the impact on the general body of End User customers and without discrimination among the various Carriers.

19.3 A quotation for CLEC's portion of a specific job will be provided to CLEC. The quotation will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have CenturyLink construct the facilities, CenturyLink reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which CenturyLink receives the required payment.

Section 20.0 - SERVICE PERFORMANCE

20.1 Performance Indicator Definitions (PIDs), in their current form are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

20.2 The CenturyLink QC Performance Assurance Plan (PAP) is attached as Exhibit K of this Agreement. Subsequent changes to the PAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that CenturyLink services and Network Elements have been purchased and deployed, over time, consistent with Telcordia and CenturyLink technical standards. Specification of standards is built into the CenturyLink purchasing process, whereby vendors incorporate such standards into the equipment CenturyLink purchases. CenturyLink supplements generally held industry standards with CenturyLink Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Intentionally Left Blank

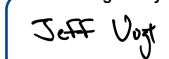
21.4 CenturyLink has developed its own standards for some Network Elements. Details of these standards are documented in the CenturyLink Technical Publications. CenturyLink Technical Publications have been developed to support CenturyLink service offerings, inform End User customers and suppliers, and promote engineering consistency and CenturyLink's deployment of developing technologies. CenturyLink provides all of its Technical Publications at no charge via CenturyLink's wholesale web site.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Comcast Phone of Nebraska, LLC

DocuSigned by:



80DCB0800043441

Signature_____
Jeff Vogt_____
Name Printed/Typed_____
VP, Comcast Technology Solutions_____
Title_____
August 8, 2017_____
Date**Qwest Corporation dba CenturyLink QC**

DocuSigned by:



766DEF6A149A455

Signature_____
Diane Roth_____
Name Printed/Typed_____
Director-Wholesale_____
Title_____
8/8/2017_____
Date

Select the appropriate type of contract below. For cost docket changes, leave blank:				Select Traffic Type		EAS / Local Traffic Reciprocal Compensation Election					
New				Options		Bill and Keep			Notes		
						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0 Resale						Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.1 Wholesale Discount Rates											
	6.1.1	Basic Exchange Residential Line Service				16.00%		16.00%	A		A
	6.1.2	Basic Exchange Business Line Service / PBX				16.00%		16.00%	A		A
	6.1.3	IntraLATA Toll				16.00%		16.00%	A		A
	6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)				16.00%		16.00%	A		A
	6.1.5	Listings, CO Features & Information Services				16.00%		16.00%	A		A
	6.1.6	Private Line				16.00%		16.00%	A		A
	6.1.7	Public Access Line (PAL) Service				16.00%		16.00%	A		A
6.2 Customer Transfer Charge (CTC)											
	6.2.1	CTC for POTS Service									
		6.2.1.1	Residential / Business								
			6.2.1.1.1	First Line							
				6.2.1.1.1.1	Manual			\$15.36			A
				6.2.1.1.1.2	Mechanized			\$0.64			A
			6.2.1.1.2	Each Additional Line							
				6.2.1.1.2.1	Manual			\$2.56			A
				6.2.1.1.2.2	Mechanized			\$0.13			A
	6.2.2	CTC for Private Line Transport Services									
		6.2.2.1	First Circuit					\$31.96			A
		6.2.2.2	Additional Circuit, per Circuit, Same CSR					\$31.96			A
	6.2.3	CTC for Advanced Communications Services, per Circuit						\$48.64			A
7.0 Interconnection											
7.1 Entrance Facilities											
	7.1.1	Intentionally Left Blank									
	7.1.2	DS1				\$79.98		\$179.89	A		A
	7.1.3	DS3				\$429.36		\$314.74	A		A
7.2 LIS EICT											
	7.2.1	Per DS1				\$0.00		\$0.00	6		6
	7.2.2	Per DS3				\$0.00		\$0.00	6		6
7.3 Direct Trunked Transport											
	7.3.1	Intentionally Left Blank									
	7.3.2	DS1 (Recurring Fixed & per Mile)									
		7.3.2.1	Over 0 to 8 Miles			\$34.12	\$3.25		A	A	
		7.3.2.2	Over 8 to 25 Miles			\$34.95	\$3.28		A	A	
		7.3.2.3	Over 25 to 50 Miles			\$36.80	\$1.86		A	A	
		7.3.2.4	Over 50 Miles			\$35.44	\$0.79		A	A	
	7.3.3	DS3 (Recurring Fixed & per Mile)									
		7.3.3.1	Over 0 to 8 Miles			\$219.24	\$54.79		A	A	
		7.3.3.2	Over 8 to 25 Miles			\$222.65	\$17.32		A	A	
		7.3.3.3	Over 25 to 50 Miles			\$204.76	\$21.47		A	A	
		7.3.3.4	Over 50 Miles			\$216.42	\$14.86		A	A	
7.4 Multiplexing											
	7.4.1	DS1 to DS0				\$233.80		\$203.08	A		A
	7.4.2	DS3 to DS1				\$248.81		\$203.08	A		A
7.5 Trunk Nonrecurring											
	7.5.1	Intentionally Left Blank									
	7.5.2	DS1 Interface									
		7.5.2.1	First Trunk					\$262.34			A
		7.5.2.2	Each Additional Trunk					\$4.74			A
	7.5.3	DS3 Interface									
		7.5.3.1	First Trunk					\$267.84			A
		7.5.3.2	Each Additional Trunk					\$10.25			A
7.6 Exchange (EAS/Local) Traffic											
	7.6.1	Intentionally Left Blank									
	7.6.2	Intentionally Left Blank									
	7.6.3	Intentionally Left Blank									
	7.6.4	Intentionally Left Blank									
	7.6.5	Intentionally Left Blank									
	7.6.6	Intentionally Left Blank									
	7.6.7	Intentionally Left Blank									

Exhibit A
Nebraska

						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
		7.6.8	Bill and Keep								
			7.6.8.1	End Office Call Termination, per Minute of Use		\$0.00000			D		
			7.6.8.2	Tandem Switched Transport, Tandem Switching, per Minute of Use		\$0.00000			D		
			7.6.8.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.8.3.1	Over 0 to 8 Miles	\$0.00000	\$0.00000		D	D	
				7.6.8.3.2	Over 8 to 25 Miles	\$0.00000	\$0.00000		D	D	
				7.6.8.3.3	Over 25 to 50 Miles	\$0.00000	\$0.00000		D	D	
				7.6.8.3.4	Over 50 Miles	\$0.00000	\$0.00000		D	D	
	7.7 Local Traffic - FCC - ISP Rate Caps										
		7.7.1	Minute Of Use as of June 14, 2003, rate in effect until Plan Year 6 begins (June 30, 2017)			N/A			D, 4		
	7.8 Miscellaneous Charges										
		7.8.1	Expedite Charge (LIS Trunks)					CenturyLink QC Access Service Tariff			
		7.8.2	Cancellation Charge (LIS Trunks)					CenturyLink QC Access Service Tariff			
		7.8.3	Additional Testing (LIS Trunks)					CenturyLink QC Access Service Tariff			
	7.9 Transit Traffic										
		7.9.1	Local & IntraLATA Toll Transit, per Minute of Use (excludes traffic terminating to a CenturyLink affiliate operating as an Incumbent Local ExchangeCarrier).			\$0.0045			2, 13		
		7.9.2	Intentionally Left Blank								
		7.9.3	Intentionally Left Blank								
		7.9.4	Category 11 Mechanized Record Charge, per Record								
			7.9.4.1	Mechanized Transit Records		\$0.0025			2, 13		
	7.10 Jointly Provided Switched Access Services										
		7.10.1	Mechanized Access Records			\$0.001723			A		
	7.11	IntraLATA Toll Traffic				CenturyLink QC Access Service Tariff	CenturyLink QC Access Service Tariff				
	7.12 Toll VoIP-PSTN Traffic										
		7.12.1	Toll VoIP-PSTN Traffic				Appropriate CenturyLink Access Tariff				
		7.12.2	Intentionally Left Blank								
		7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)			0%	0%		3	3	
8.0 Collocation											
	8.1 All Collocation										
		8.1.1	Planning and Engineering								
			8.1.1.1	Intentionally Left Blank							
			8.1.1.2	Cable Augment Quote Preparation Fee				\$1,379.19			1
		8.1.2	Entrance Facility								
			8.1.2.1	Standard Shared, per Fiber		\$6.37		\$621.04	A		A
			8.1.2.2	Cross Connect, per Fiber		\$6.57		\$728.48	A		A
			8.1.2.3	Express, per Cable		\$102.89		\$9,072.71	A		A
		8.1.3	Cable Splicing								
			8.1.3.1	Fiber, per Set-Up				\$477.02			A
			8.1.3.2	Per Fiber Spliced				\$35.96			A
		8.1.4	Power								
			8.1.4.1	Power Plant							
				8.1.4.1.1	Less Than 60 Amps, per Amp Ordered	\$12.67			A		
				8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered	\$8.38			A		
			8.1.4.2	Power Usage							
				8.1.4.2.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.28			A		
				8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	\$4.56			A		
		8.1.5	AC Power Feed								
			8.1.5.1	AC Power Feed, per Amp, per Month							
				8.1.5.1.1	120 V	\$18.24			A		
				8.1.5.1.2	208 V, Single Phase	\$31.61			A		
				8.1.5.1.3	208 V, Three Phase	\$54.68			A		
				8.1.5.1.4	240 V, Single Phase	\$36.47			A		
				8.1.5.1.5	240 V, Three Phase	\$63.10			A		
				8.1.5.1.6	480 V, Three Phase	\$126.19			A		
			8.1.5.2	AC Power Cable, per Foot, per Month							
				8.1.5.2.1	20 Amp, Single Phase	\$0.0141		\$7.56	A		A
				8.1.5.2.2	20 Amp, Three Phase	\$0.0175		\$9.38	A		A
				8.1.5.2.3	30 Amp, Single Phase	\$0.0152		\$8.15	A		A
				8.1.5.2.4	30 Amp, Three Phase	\$0.0209		\$11.20	A		A
				8.1.5.2.5	40 Amp, Single Phase	\$0.0179		\$9.59	A		A

Exhibit A
Nebraska

						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC	
				8.1.5.2.6	40 Amp, Three Phase		\$0.0246		\$13.20	A		A
				8.1.5.2.7	50 Amp, Single Phase		\$0.0212		\$11.37	A		A
				8.1.5.2.8	50 Amp, Three Phase		\$0.0296		\$15.88	A		A
				8.1.5.2.9	60 Amp, Single Phase		\$0.0240		\$12.86	A		A
				8.1.5.2.10	60 Amp, Three Phase		\$0.0341		\$18.28	A		A
				8.1.5.2.11	100 Amp, Single Phase		\$0.0297		\$15.92	A		A
				8.1.5.2.12	100 Amp, Three Phase		\$0.0463		\$24.86	A		A
		8.1.6	Inspector Labor, per Half Hour									
			8.1.6.1	Regular Hours Rate					\$30.22			A
			8.1.6.2	After Hours Rate, minimum 3 Hours					\$38.91			A
		8.1.7	Channel Regeneration									
			8.1.7.1	DS1			\$0.00		\$0.00	A, 9		A, 9
			8.1.7.2	DS3			\$0.00		\$0.00	A, 9		A, 9
		8.1.8	Collocation Terminations									
			8.1.8.1	Shared Access								
				8.1.8.1.1	DS0							
					8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.2337		\$195.86	A		A
					8.1.8.1.1.2	Cable Placement, per Termination	\$0.0044		\$3.68	A		A
					8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.3753		\$314.53	A		A
					8.1.8.1.1.4	Cable, per Termination	\$0.0051		\$4.31	A		A
					8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.6498		\$544.57	A		A
					8.1.8.1.1.6	Blocks, per Termination	\$0.0089		\$7.46	A		A
					8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.2447		\$205.06	A		A
					8.1.8.1.1.8	Block Placement, per Termination	\$0.0034		\$2.81	A		A
				8.1.8.1.2	DS1							
					8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.6360		\$341.18	A		A
					8.1.8.1.2.2	Cable Placement, per Termination	\$0.0684		\$36.69	A		A
					8.1.8.1.2.3	Cable, per 28 DS1s	\$0.6768		\$363.12	A		A
					8.1.8.1.2.4	Cable, per Termination	\$0.0728		\$39.04	A		A
					8.1.8.1.2.5	Panel, per 28 DS1s	\$0.3854		\$206.76	A		A
					8.1.8.1.2.6	Panel, per Termination	\$0.0463		\$24.82	A		A
					8.1.8.1.2.7	Panel Placement, per 28 DS1s	\$0.1300		\$69.75	A		A
					8.1.8.1.2.8	Panel Placement, per Termination	\$0.0140		\$7.50	A		A
				8.1.8.1.3	DS3							
					8.1.8.1.3.1	Cable Placement, per Termination	\$0.2356		\$126.38	A		A
					8.1.8.1.3.2	Cable, per Termination	\$0.4371		\$234.48	A		A
					8.1.8.1.3.3	Connector, per Termination	\$0.4473		\$239.99	A		A
					8.1.8.1.3.4	Connector Placement, per Termination	\$0.0335		\$17.42	A		A
				8.1.8.1.4	Fiber							
					8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	\$12.39		\$1,601.47	1		1
					8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	\$0.53		\$435.47	1		1
					8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	\$19.61			1		
					8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	\$1.85		\$1,516.92	1		1
		8.1.9	Security Charges									
			8.1.9.1	Access Card, per Employee			\$0.85			A		
			8.1.9.2	Card Access, per Employee, per Central Office			\$7.83			A		
		8.1.10	Composite Clock / Central Office Clock Synchronization									
			8.1.10.1	Synchronization - Composite Clock, per Port			\$7.29			A		
		8.1.11	Intentionally Left Blank									
		8.1.12	Space Availability Report Charge, per Office						\$316.00			A
		8.1.13	Collocation Space Reservation Fee						Charge will be 25% of Nonrecurring Fee			
		8.1.14	Collocation Space Option Administration Fee						\$1,735.18			A
		8.1.15	Collocation Space Option Fee				\$2.00			2		
		8.1.16	Joint Inventory Visit Fee, per Visit						\$1,610.12			1
		8.1.17	Intentionally Left Blank									
		8.1.18	Intentionally Left Blank									
		8.1.19	Intentionally Left Blank									
		8.1.20	Splitter Collocation									
			8.1.20.1	Tie Cable Reclassification					ICB			3
			8.1.20.2	Splitter Shelf Charge			\$4.69		\$489.31	A		A
			8.1.20.3	Engineering					\$1,207.57			A
			8.1.20.4	Splitter TIE Cable Connections								
				8.1.20.4.1	Splitter in the Common Area - Data to 410 Block		\$4.85		\$2,604.57	A		A
				8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC		\$5.16		\$2,768.57	A		A
				8.1.20.4.3	Splitter on the IDF - Data to 410 Block		\$1.48		\$792.20	A		A
				8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC		\$2.91		\$1,559.71	A		A
				8.1.20.4.5	Splitter on the MDF - Data to 410 Block		\$1.53		\$819.66	A		A
				8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC		\$3.45		\$1,849.64	A		A
			8.1.20.5	Splitter Charge					ICB			3
		8.1.21	Miscellaneous Services									
			8.1.21.1	Maintenance Labor, per Half Hour (see rates in 8.2.2)								
				8.1.21.1.1	Regular Hours Rate				\$26.50			15
				8.1.21.1.2	After Hours Rate				\$35.46			15
			8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)								
				8.1.21.2.1	Regular Hours Rate				\$28.59			15
				8.1.21.2.2	After Hours Rate				\$36.91			15

Exhibit A
Nebraska

						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
			8.1.21.3	Installation Labor / Inspection Labor, per Half Hour (see rates in 8.2.6)							
				8.1.21.3.1	Regular Hours Rate			\$30.22			15
				8.1.21.3.2	After Hours Rate			\$38.91			15
	8.2	Virtual Collocation									
		8.2.1	Planning and Engineering								
			8.2.1.1	Quote Preparation Fee				\$4,150.20			A
		8.2.2	Maintenance Labor, per Half Hour								
			8.2.2.1	Regular Hours Rate				\$26.50			A
			8.2.2.2	After Hours Rate				\$35.46			A
		8.2.3	Training Labor, per Half Hour								
			8.2.3.1	Regular Hours Rate				\$26.50			A
		8.2.4	Equipment Bay, per Shelf			\$3.76			A		
		8.2.5	Engineering Labor, per Half Hour								
			8.2.5.1	Regular Hours Rate				\$28.59			A
			8.2.5.2	After Hours Rate				\$36.91			A
		8.2.6	Installation Labor / Inspection Labor, per Half Hour								
			8.2.6.1	Regular Hours Rate				\$30.22			A
			8.2.6.2	After Hours Rate				\$38.91			A
		8.2.7	Rent								
			8.2.7.1	Floor Space Lease, per Square Foot		\$3.36			A		
		8.2.8	Intentionally Left Blank								
		8.2.9	-48 Volt DC Power Cables, per Feed								
			8.2.9.1	20 Amp Power Feed		\$7.60		\$4,077.36	A		A
			8.2.9.2	30 Amp Power Feed		\$8.65		\$4,642.37	A		A
			8.2.9.3	40 Amp Power Feed		\$10.45		\$5,606.87	A		A
			8.2.9.4	60 Amp Power Feed		\$13.18		\$7,068.30	A		A
	8.3	Cageless Physical Collocation									
		8.3.1	Planning and Engineering								
			8.3.1.1	Quote Preparation Fee				\$4,150.20			A, 7
		8.3.2	Space Construction and Site Preparation								
			8.3.2.1	Site Preparation Fee				ICB			3
			8.3.2.2	Space Construction for 2 Bays & 1 - 40 Amp Power Feed - 90 Day		\$47.12		\$25,276.94	A		A
			8.3.2.3	Intentionally Left Blank							
			8.3.2.4	Intentionally Left Blank							
			8.3.2.5	Intentionally Left Blank							
			8.3.2.6	Adjustment for Initial Power Feed - Change to Standard Design							
				8.3.2.6.1	20 Amp Initial Power Feed Adjustment	(\$2.85)		(\$1,529.51)	A		A
				8.3.2.6.2	30 Amp Initial Power Feed Adjustment	(\$1.80)		(\$964.50)	A		A
				8.3.2.6.3	Intentionally Left Blank						
				8.3.2.6.4	60 Amp Initial Power Feed Adjustment	\$2.72		\$1,461.43	A		A
				8.3.2.6.5	100 Amp Initial Power Feed	\$12.89		\$6,914.43	A		A
				8.3.2.6.6	200 Amp Initial Power Feed Adjustment	\$41.69		\$22,365.91	A		A
				8.3.2.6.7	300 Amp Initial Power Feed Adjustment	\$77.31		\$41,478.20	A		A
				8.3.2.6.8	400 Amp Initial Power Feed Adjustment	\$118.40		\$63,521.04	A		A
				8.3.2.6.9	Each Additional Bay	\$4.25		\$2,280.78	A		A
				8.3.2.6.10	Adjustment for Single Bay - Change to Standard Design	(\$4.25)		(\$2,280.78)	A		A
			8.3.2.7	Intentionally Left Blank							
			8.3.2.8	Additional DC Power Feed - Does Not Apply to Initial Feed							
				8.3.2.8.1	20 Amp Power Feed	\$7.60		\$4,077.36	A		A
				8.3.2.8.2	30 Amp Power Feed	\$8.65		\$4,642.37	A		A
				8.3.2.8.3	40 Amp Power Feed	\$10.45		\$5,606.87	A		A
				8.3.2.8.4	60 Amp Power Feed	\$13.18		\$7,068.30	A		A
				8.3.2.8.5	100 Amp Power Feed	\$33.43		\$17,935.78	A		A
				8.3.2.8.6	200 Amp Power Feed	\$62.23		\$33,387.26	A		A
				8.3.2.8.7	300 Amp Power Feed	\$97.86		\$52,499.54	A		A
				8.3.2.8.8	400 Amp Power Feed	\$138.95		\$74,542.38	A		A
			8.3.2.9	Cageless Bay Fees							
				8.3.2.9.1	Bay, per Bay			\$2041.40			1
				8.3.2.9.2	2.5 Inch Spacer Fee, per Spacer			\$275.87			1
				8.3.2.9.3	5 Inch Spacer Fee, per Spacer			\$289.86			1
		8.3.3	Floor Space Lease, per Square Foot			\$3.36			A		
	8.4	Caged Physical Collocation									
		8.4.1	Planning and Engineering								
			8.4.1.1	Quote Preparation Fee				\$4,512.47			A, 7
		8.4.2	Space Construction and Site Preparation								
			8.4.2.1	Intentionally Left Blank							
			8.4.2.2	Intentionally Left Blank							
			8.4.2.3	Intentionally Left Blank							
			8.4.2.4	Space Construction for Cage & 1 - 60 Amp Power Feed							
				8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$84.22		\$45,185.19	A		A
				8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$87.67		\$47,031.33	A		A
				8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$90.34		\$48,466.92	A		A
				8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$93.69		\$50,265.98	A		A
			8.4.2.5	Adjustment for Initial Power Feed - Change to Standard Design							
				8.4.2.5.1	20 Amp Initial Power Feed Adjustment	(\$11.09)		(\$5,952.18)	A		A
				8.4.2.5.2	30 Amp Initial Power Feed Adjustment	(\$10.14)		(\$5,437.78)	A		A

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						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
				8.4.2.5.3	40 Amp Initial Power Feed Adjustment	(\$8.10)		(\$4,344.78)	A		A
				8.4.2.5.4	100 Amp Initial Power Feed Adjustment	\$12.89		\$6,914.43	A		A
				8.4.2.5.5	200 Amp Initial Power Feed Adjustment	\$41.69		\$22,365.91	A		A
				8.4.2.5.6	300 Amp Initial Power Feed Adjustment	\$77.31		\$41,478.20	A		A
				8.4.2.5.7	400 Amp Initial Power Feed Adjustment	\$118.40		\$63,521.04	A		A
			8.4.2.6	Intentionally Left Blank							
			8.4.2.7	Additional DC Power Feed - Does not Apply to Initial Feed							
				8.4.2.7.1	20 Amp Power Feed	\$9.45		\$5,069.17	A		A
				8.4.2.7.2	30 Amp Power Feed	\$10.41		\$5,583.56	A		A
				8.4.2.7.3	40 Amp Power Feed	\$12.44		\$6,676.57	A		A
				8.4.2.7.4	60 Amp Power Feed	\$20.54		\$11,021.34	A		A
				8.4.2.7.5	100 Amp Power Feed	\$33.43		\$17,935.78	1		1
				8.4.2.7.6	200 Amp Power Feed	\$62.23		\$33,387.26	1		1
				8.4.2.7.7	300 Amp Power Feed	\$97.86		\$52,499.54	1		1
				8.4.2.7.8	400 Amp Power Feed	\$138.95		\$74,542.38	1		1
		8.4.3	Fencing Credit								
			8.4.3.1	Cage: Up to 100 Sq. Ft.		(\$9.68)		(\$5,190.62)	A		A
			8.4.3.2	Cage: 101 to 200 Sq. Ft.		(\$12.06)		(\$6,471.93)	A		A
			8.4.3.3	Cage: 201 to 300 Sq. Ft.		(\$13.55)		(\$7,269.48)	A		A
			8.4.3.4	Cage: 301 to 400 Sq. Ft.		(\$14.96)		(\$8,027.80)	A		A
		8.4.4	Floor Space Lease, per Square Foot			\$3.36			A		
		8.4.5	Intentionally Left Blank								
		8.4.6	Intentionally Left Blank								
		8.4.7	Intentionally Left Blank								
		8.4.8	Grounding								
			8.4.8.1	2 / 0 AWG, per Foot		\$0.0162		\$8.71	A		A
			8.4.8.2	1 / 0 AWG, per Foot		\$0.0286		\$15.33	A		A
			8.4.8.3	4 / 0 AWG, per Foot		\$0.0334		\$17.90	A		A
			8.4.8.4	350 kcmil, per Foot		\$0.0437		\$23.42	A		A
			8.4.8.5	500 kcmil, per Foot		\$0.0502		\$26.95	A		A
			8.4.8.6	750 kcmil, per Foot		\$0.0763		\$40.93	A		A
	8.5 Adjacent Collocation							ICB			3
	8.6 Remote Collocation										
		8.6.1	Physical & Virtual Remote Collocation								
			8.6.1.1	Space, per Standard Mounting Unit		\$0.42		\$818.87	A		A
			8.6.1.2	FDI Terminations, per 25 Pair		\$0.22		\$527.27	A		A
			8.6.1.3	Power Usage (see rate in 8.1.4.2)							
				8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.28			15		
				8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used	\$4.56			15		
		8.6.2	Adjacent Remote Collocation					ICB			3
		8.6.3	Additional Virtual Remote Terminal Features								
			8.6.3.1	Flat Charge, per Job				\$36.16			1
			8.6.3.2	Engineering, per Half Hour				\$35.65			1
			8.6.3.3	Maintenance, per Half Hour				\$29.40			1
			8.6.3.4	Installation, per Half Hour				\$29.40			1
			8.6.3.5	Training, per Half Hour				\$29.40			1
	8.7 CLEC-to-CLEC										
		8.7.1	Design Engineering & Installation - No Cables								
			8.7.1.1	Fiber Flat Charge				\$1,339.04			1
			8.7.1.2	Flat Charge				\$745.12			A
		8.7.2	Cable Racking								
			8.7.2.1	DS0, per Foot		\$0.16526			A		
			8.7.2.2	DS1, per Foot		\$0.17587			A		
			8.7.2.3	DS3, per Foot		\$0.15130			A		
			8.7.2.4	Fiber, per Request		\$119.64			1		
		8.7.3	Virtual Connections (Connections Only; No Cables)								
			8.7.3.1	DS0, per 100 Connections				\$181.50			A
			8.7.3.2	DS1, per 28 Connections				\$85.00			A
			8.7.3.3	DS3, per 1 Connection				\$5.80			A
			8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				\$35.96			15
		8.7.4	Cable Hole, if Applicable					\$422.16			A
		8.7.5	CLEC-to-CLEC Cross Connection					\$189.12			A
	8.8 Interconnection Distribution Frame (ICDF) Collocation										
		8.8.1	Quote Preparation Fee (see rate in 8.1.1.2)					\$1,379.19			15
		8.8.2	DS0 Circuit, per 200 Legs			\$21.13		\$2,219.13	1		1
		8.8.3	DS1 Circuit, per Two Legs			\$1.08		\$73.30	1		1
		8.8.4	DS3 Circuit, per Two Legs			\$10.56		\$1,205.11	1		1
		8.8.5	Fiber Circuit, per Two Legs			\$2.66		\$241.56	1		1
	8.9 Collocation Cancellation							QPF, Prorated Job Costs			
		8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)								
			8.9.1.1	Additional Labor - Basic				\$26.18			15
			8.9.1.2	Additional Labor - Overtime				\$34.96			15

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					Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
			8.9.1.3	Additional Labor - Premium			\$43.76			15
		8.9.2	Additional Dispatch, per Order (see rate in 9.20)				\$79.80			15
	8.10	Microwave Entrance Facility			ICB		ICB	3		3
	8.11	Intentionally Left Blank								
	8.12	Facility Connected (FC) Collocation								
		8.12.1	Quote Preparation Fee, per Request				ICB			3
		8.12.2	Engineering Fee, per Job				ICB			3
		8.12.3	Copper Entrance Facility, per 100 Pair		ICB		ICB	3		3
		8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)		\$6.37		\$621.04	15		15
		8.12.5	Termination Block with Gas Protectors, per 100 Pairs		ICB		ICB	3		3
		8.12.6	Termination Panel, per 12 Strands		ICB		ICB	3		3
		8.12.7	DS1 Voltage Isolation, per DS1		ICB		ICB	3		3
	8.13	DC Power Reduction and Restoration								
		8.13.1	Power Reduction							
			8.13.1.1	Quote Preparation Fee, per Office			\$797.51			1
			8.13.1.2	Power Reduction, with or without Reservation, per Feed Set						
				8.13.1.2.1	Less Than 60 Amps		\$620.14			1
				8.13.1.2.2	Equal To 60 Amps		\$872.17			1
				8.13.1.2.3	Greater Than 60 Amps		\$1,095.67			1
			8.13.1.3	Power Off, per Feed Set, per Secondary Feed			\$1,050.65			1
			8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set	\$60.53			1		
			8.13.1.5	Location Change from Power Board to BDFB			ICB			3
		8.13.2	Power Restoration							
			8.13.2.1	Quote Preparation Fee, per Office			\$797.51			1
			8.13.2.2	Power Restoration, applies to Primary & Secondary Feed						
				8.13.2.2.1	Power Restoration with Reservation					
					8.13.2.2.1.1	Less Than 60 Amps	\$620.14			1
					8.13.2.2.1.2	Equal To 60 Amps	\$872.17			1
					8.13.2.2.1.3	Greater Than 60 Amps	\$1,095.67			1
				8.13.2.2.2	Power Restoration without Reservation		ICB			3
			8.13.2.3	Location Change from Power Board to BDFB			ICB			3
	8.14	Collocation Transfer of Responsibility								
		8.14.1	Intentionally Left Blank							
		8.14.2	Assessment Fee, per Request				\$1,058.00			1
		8.14.3	Network System Administration Fee, per Request				\$1,663.00			1
		8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT, Unbundled Dark Fiber, per Circuit				\$31.74			1
		8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo, EEL, per Circuit				\$31.74			1
	8.15	Collocation Available Inventory								
		8.15.1	Standard Sites							
			8.15.1.1	Removal of Terminations						
				8.15.1.1.1	DS0, per 100 Terminations		ICB			3
				8.15.1.1.2	DS1, per Termination		ICB			3
				8.15.1.1.3	DS3, per Termination		ICB			3
				8.15.1.1.4	OCN, per 12 Fibers		ICB			3
		8.15.2	Special Sites							
			8.15.2.1	Special Site Assessment Fee			\$1,058.00			1
			8.15.2.2	Network Systems Assessment Fee			\$1,663.00			1
			8.15.2.3	Site Survey Fee			\$150.00			1
		8.15.3	Re-usable Elements				ICB			3
		8.15.4	Quote Preparation Fee (QPF)							
			8.15.4.1	Cageless (see rate in 8.3.1.1)			\$4,150.20			7, 14
			8.15.4.2	Caged (see rate in 8.4.1.1)			\$4,512.47			7, 14
	8.16	Collocation Decommissioning (see rates in 9.20)								
		8.16.1	Additional Labor other, per Half Hour or fraction thereof							
			8.16.1.1	Additional Labor Other - Basic			\$26.18			15
			8.16.1.2	Additional Labor Other - Overtime			\$34.96			15
			8.16.1.3	Additional Labor Other - Premium			\$43.76			15
		8.16.2	Additional Dispatch, per Order				\$79.80			15
	8.17	Joint Testing								
		8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)				\$53.00			15
		8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)				\$26.50			15
9.0 Unbundled Network Elements (UNEs)										
	9.1 Interconnection Tie Pairs (ITP) - Per Termination									
		9.1.1	DS0		\$0.44			A		
		9.1.2	DS1		\$1.54			A		
		9.1.3	DS3		\$15.72			A		

Exhibit A
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							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
	9.2	Unbundled Loops										
		9.2.1	Analog Loops						See 9.2.4			
			9.2.1.1	2-Wire Voice Grade Loop								
				9.2.1.1.1	Zone 1							
					9.2.1.1.1.1	In Town	\$10.76			B		
					9.2.1.1.1.2	Out of Town	\$37.04			B		
				9.2.1.1.2	Zone 2							
					9.2.1.1.2.1	In Town	\$10.76			B		
					9.2.1.1.2.2	Out of Town	\$95.32			B		
				9.2.1.1.3	Zone 3							
					9.2.1.1.3.1	In Town	\$10.76			B		
					9.2.1.1.3.2	Out of Town	\$210.90			B		
			9.2.1.2	Intentionally Left Blank								
			9.2.1.3	4-Wire Voice Grade Loop								
				9.2.1.3.1	Zone 1							
					9.2.1.3.1.1	In Town	\$21.12			B		
					9.2.1.3.1.2	Out of Town	\$72.71			B		
				9.2.1.3.2	Zone 2							
					9.2.1.3.2.1	In Town	\$21.12			B		
					9.2.1.3.2.2	Out of Town	\$187.11			B		
				9.2.1.3.3	Zone 3							
					9.2.1.3.3.1	In Town	\$21.12			B		
					9.2.1.3.3.2	Out of Town	\$413.98			B		
			9.2.1.4	Intentionally Left Blank						###		
			9.2.1.5	Unbundled Loop Grooming (2-Wire)			\$0.19			###		
			9.2.1.6	Unbundled Loop Grooming (4-Wire)			\$0.38			###		
		9.2.2	Nonloaded Loops						See 9.2.4			
			9.2.2.1	2-Wire Nonloaded Loop								
				9.2.2.1.1	Zone 1							
					9.2.2.1.1.1	In Town	\$10.76			B		
					9.2.2.1.1.2	Out of Town	\$37.04			B		
				9.2.2.1.2	Zone 2							
					9.2.2.1.2.1	In Town	\$10.76			B		
					9.2.2.1.2.2	Out of Town	\$95.32			B		
				9.2.2.1.3	Zone 3							
					9.2.2.1.3.1	In Town	\$10.76			B		
					9.2.2.1.3.2	Out of Town	\$210.90			B		
			9.2.2.2	Intentionally Left Blank								
			9.2.2.3	4-Wire Nonloaded Loop								
				9.2.2.3.1	Zone 1							
					9.2.2.3.1.1	In Town	\$21.12			B		
					9.2.2.3.1.2	Out of Town	\$72.71			B		
				9.2.2.3.2	Zone 2							
					9.2.2.3.2.1	In Town	\$21.12			B		
					9.2.2.3.2.2	Out of Town	\$187.11			B		
				9.2.2.3.3	Zone 3							
					9.2.2.3.3.1	In Town	\$21.12			B		
					9.2.2.3.3.2	Out of Town	\$413.98			B		
			9.2.2.4	Cable Unloading / Bridge Tap Removal					\$615.79			A
		9.2.3	Digital Capable Loops									
			9.2.3.1	Basic Rate ISDN / xDSL-I Capable					See 9.2.4 and 9.2.2.3			
				9.2.3.1.1	Zone 1							
					9.2.3.1.1.1	In Town	\$10.76			B		
					9.2.3.1.1.2	Out of Town	\$37.04			B		
				9.2.3.1.2	Zone 2							
					9.2.3.1.2.1	In Town	\$10.76			B		
					9.2.3.1.2.2	Out of Town	\$95.32			B		
				9.2.3.1.3	Zone 3							
					9.2.3.1.3.1	In Town	\$10.76			B		
					9.2.3.1.3.2	Out of Town	\$210.90			B		
			9.2.3.2	Intentionally Left Blank								
			9.2.3.3	DS1 Capable Loop					See 9.2.5			
				9.2.3.3.1	Zone 1		\$74.88			#		
				9.2.3.3.2	Zone 2		\$78.63			#		
				9.2.3.3.3	Zone 3		\$83.57			#		
			9.2.3.4	DS3 Capable Loop					See 9.2.6			
				9.2.3.4.1	Zone 1		\$791.17			#		
				9.2.3.4.2	Zone 2		\$912.30			#		
				9.2.3.4.3	Zone 3		\$1,017.23			#		
			9.2.3.5	Intentionally Left Blank								
			9.2.3.6	2-Wire Extension Technology			\$3.98			A		
			9.2.3.7	Intentionally Left Blank								
			9.2.3.8	Unbundled Loop Grooming 2-Wire Extension Technology			\$1.46			A		
		9.2.4	Loop Installation Charges for 2 & 4-Wire Analog, 2 & 4-Wire Nonloaded, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.				See 9.2.1, 9.2.2, & 9.2.3.1					
			9.2.4.1	Basic Installation								
				9.2.4.1.1	First				\$55.27			#

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							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
				9.2.4.1.2	Each Additional				\$48.77			#
			9.2.4.2	Basic Installation with Performance Testing								
				9.2.4.2.1	First				\$142.10			#
				9.2.4.2.2	Each Additional				\$94.09			#
			9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
				9.2.4.3.1	First				\$171.87			#
				9.2.4.3.2	Each Additional				\$94.09			#
			9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
				9.2.4.4.1	First				\$59.81			#
				9.2.4.4.2	Each Additional				\$53.32			#
			9.2.4.5	Basic Installation with Cooperative Testing								
				9.2.4.5.1	First				\$142.10			#
				9.2.4.5.2	Each Additional				\$94.09			#
		9.2.5	DS1 Loop Installation Charges				See 9.2.3.3					
			9.2.5.1	Basic Installation								
				9.2.5.1.1	First				\$136.15			A
				9.2.5.1.2	Each Additional				\$99.26			A
			9.2.5.2	Basic Installation with Performance Testing								
				9.2.5.2.1	First				\$262.58			A
				9.2.5.2.2	Each Additional				\$186.92			A
			9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
				9.2.5.3.1	First				\$300.28			A
				9.2.5.3.2	Each Additional				\$186.92			A
			9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
				9.2.5.4.1	First				\$144.75			A
				9.2.5.4.2	Each Additional				\$107.85			A
			9.2.5.5	Basic Installation with Cooperative Testing								
				9.2.5.5.1	First				\$262.58			A
				9.2.5.5.2	Each Additional				\$186.92			A
		9.2.6	DS3 Loop Installation Charges				See 9.2.3.4					
			9.2.6.1	Basic Installation								
				9.2.6.1.1	First				\$136.15			A
				9.2.6.1.2	Each Additional				\$99.26			A
			9.2.6.2	Basic Installation with Performance Testing								
				9.2.6.2.1	First				\$262.58			A
				9.2.6.2.2	Each Additional				\$186.92			A
			9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
				9.2.6.3.1	First				\$300.28			A
				9.2.6.3.2	Each Additional				\$186.92			A
			9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
				9.2.6.4.1	First				\$144.75			A
				9.2.6.4.2	Each Additional				\$107.85			A
			9.2.6.5	Basic Installation with Cooperative Testing								
				9.2.6.5.1	First				\$262.58			A
				9.2.6.5.2	Each Additional				\$186.92			A
		9.2.7	Intentionally Left Blank									
		9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)						\$30.87			1
	9.3	Subloop										
		9.3.1	2-Wire Analog and Nonloaded Distribution Loop									
			9.3.1.1	First Loop					\$90.71			A
			9.3.1.2	Each Additional					\$22.91			A
			9.3.1.3	First & Each Additional 2-Wire Distribution Loop								
				9.3.1.3.1	Zone 1							
					9.3.1.3.1.1	In Town	\$7.48			B		
					9.3.1.3.1.2	Out of Town	\$26.06			B		
				9.3.1.3.2	Zone 2							
					9.3.1.3.2.1	In Town	\$7.48			B		
					9.3.1.3.2.2	Out of Town	\$67.01			B		
				9.3.1.3.3	Zone 3							
					9.3.1.3.3.1	In Town	\$7.48			B		
					9.3.1.3.3.2	Out of Town	\$125.46			B		
		9.3.2	Intentionally Left Blank									
		9.3.3	Intra-Building Cable				\$0.55			A		
			9.3.3.1	No Dispatch, First					\$55.30			1
			9.3.3.2	No Dispatch, Each Additional					\$23.07			1
		9.3.4	Intentionally Left Blank									
		9.3.5	MTE Terminal Subloop Access									
			9.3.5.1	Subloop MTE - POI Site Inventory, per Request					\$266.90			1
			9.3.5.2	MTE - POI Rearrangement of Facilities					ICB			3
			9.3.5.3	MTE - POI Construction of New SPOI			ICB			3		
			9.3.5.4	Intentionally Left Blank								
			9.3.5.5	Campus Wire / Jumper			\$3.95		\$80.00	A		A
		9.3.6	Intentionally Left Blank									
		9.3.7	Field Connection Point (FCP)									
			9.3.7.1	Feasibility Fee / Quote Preparation Fee					\$1,545.82			A

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					Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
			9.3.7.2	FCP Set-up, per Request			\$3,177.66			1
			9.3.7.3	FCP Splicing, per 25 Pairs			\$13.40			1
			9.3.7.4	FCP Reclassification Charge			\$582.54			1
	9.4 Shared Services									
		9.4.1	Intentionally Left Blank							
		9.4.2	Line Splitting							
			9.4.2.1	Basic Installation Charge for Line Sharing			\$26.98			1
		9.4.3	Loop Splitting							
			9.4.3.1	Basic Installation Charge for Loop Splitting			\$26.98			1
		9.4.4	OSS, per Order		\$0.00			##		
	9.5 Network Interface Device (NID)				\$1.08		\$64.88	11		A
	9.6 Unbundled Dedicated Interoffice Transport (UDIT)									
		9.6.1	DS0 UDIT (Recurring Fixed & per Mile)				\$232.28			A
			9.6.1.1	Over 0 to 8 Miles	\$20.95	\$0.23		A	A	
			9.6.1.2	Over 8 to 25 Miles	\$21.00	\$0.13		A	A	
			9.6.1.3	Over 25 to 50 Miles	\$21.11	\$0.11		A	A	
			9.6.1.4	Over 50 Miles	\$21.19	\$0.07		A	A	
		9.6.2	DS1 UDIT (Recurring Fixed & per Mile)				\$274.40			A
			9.6.2.1	Over 0 to 8 Miles	\$34.12	\$3.25		A	A	
			9.6.2.2	Over 8 to 25 Miles	\$34.95	\$3.28		A	A	
			9.6.2.3	Over 25 to 50 Miles	\$36.80	\$1.86		A	A	
			9.6.2.4	Over 50 Miles	\$35.44	\$0.79		A	A	
		9.6.3	DS3 UDIT (Recurring Fixed & per Mile)				\$274.40			A
			9.6.3.1	Over 0 to 8 Miles	\$219.24	\$54.79		A	A	
			9.6.3.2	Over 8 to 25 Miles	\$222.65	\$17.32		A	A	
			9.6.3.3	Over 25 to 50 Miles	\$204.76	\$21.47		A	A	
			9.6.3.4	Over 50 Miles	\$216.42	\$14.86		A	A	
		9.6.4	Intentionally Left Blank							
		9.6.5	Intentionally Left Blank							
		9.6.6	Intentionally Left Blank							
		9.6.7	UDIT DS0 Channel Performance							
			9.6.7.1	DS0 UDIT Low Side Channelization	\$12.56			A		
		9.6.8	Intentionally Left Blank							
		9.6.9	Intentionally Left Blank							
		9.6.10	Intentionally Left Blank							
		9.6.11	UDIT Rearrangement							
			9.6.11.1	DS0, Single Office			\$166.26			A
			9.6.11.2	DS0, Dual Office			\$206.64			A
			9.6.11.3	High Capacity, Single Office			\$224.87			A
			9.6.11.4	High Capacity, Dual Office			\$250.93			A
		9.6.12	Private Line / Special Access to UDIT Conversion (as is)				\$118.99			1
	9.7 Unbundled Dark Fiber (UDF)									
		9.7.1	Initial Records Inquiry (IRI)							
			9.7.1.1	Simple			\$237.96			A
			9.7.1.2	Complex			\$279.35			A
		9.7.2	Field Verification and Quote Preparation (FVQP)				\$952.24			A
		9.7.3	Engineering Verification				\$327.09			A
		9.7.4	UDF - Single Strand							
			9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) - Single Strand						
				9.7.4.1.1	Order Charge, per First Strand / Route / Order (see rate in 9.7.5.1.1)		\$420.87			15
				9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order see rate in 9.7.5.1.2)		\$210.29			15
				9.7.4.1.3	Fiber Transport, per Strand / Mile	\$52.90		A		
				9.7.4.1.4	Termination, Fixed, per Strand / Office	\$3.90		A		
				9.7.4.1.5	Fiber Cross-Connect (minimum of 2 Cross-Connects apply), per Strand (see NRC rate in 9.7.5.1.5)	\$2.17	\$14.29	A		15
		9.7.5	UDF - per Pair							
			9.7.5.1	UDF - Interoffice Facilities (UDF-IOF) - per Pair						
				9.7.5.1.1	Order Charge, per First Pair / Route / Order		\$420.87			A
				9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order		\$210.29			A
				9.7.5.1.3	Fiber Transport, per Pair / Mile	\$68.77		A		
				9.7.5.1.4	Termination, Fixed, per Pair / Office / Termination	\$7.80		A		
				9.7.5.1.5	Fiber Cross-Connect (minimum of 2 Cross-Connects apply), per Pair	\$4.33	\$14.29	A		A
		9.7.6	Dark Fiber Splice				\$625.39			A
		9.7.7	UDF-MTE Subloop		ICB		ICB	3		3
	9.8 Intentionally Left Blank									
	9.9 Intentionally Left Blank									
	9.10 Intentionally Left Blank									
	9.11 Intentionally Left Blank									

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				Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
	9.12	Intentionally Left Blank							
	9.13	Intentionally Left Blank							
	9.14	Intentionally Left Blank							
	9.15	Intentionally Left Blank							
	9.16	Intentionally Left Blank							
	9.17	Intentionally Left Blank							
	9.18	Intentionally Left Blank							
	9.19	Construction Charges							
		9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop						
			9.19.1.1 Records Quote Preparation Fee			\$363.47			1
			9.19.1.2 Construction Quote Preparation Fee			\$903.21			1
		9.19.2	Construction of Network Capacity, Facilities or Space for Access to or use of UNEs	ICB		ICB	3		3
	9.20	Miscellaneous Charges							
		9.20.1	Additional Engineering, per Half Hour or fraction thereof						
			9.20.1.1 Additional Engineering - Basic			\$30.03			A
			9.20.1.2 Additional Engineering - Overtime			\$37.14			A
		9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
			9.20.2.1 Additional Labor Installation - Overtime			\$8.54			A
			9.20.2.2 Additional Labor Installation - Premium			\$17.08			A
		9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
			9.20.3.1 Additional Labor Other - (Optional Testing) Basic			\$26.18			A
			9.20.3.2 Additional Labor Other - (Optional Testing) Overtime			\$34.96			A
			9.20.3.3 Additional Labor Other - (Optional Testing) Premium			\$43.76			A
		9.20.4	Intentionally Left Blank						
		9.20.5	Intentionally Left Blank						
		9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
			9.20.6.1 Additional Cooperative Acceptance Testing - Basic			\$27.81			A
			9.20.6.2 Additional Cooperative Acceptance Testing - Overtime			\$37.14			A
			9.20.6.3 Additional Cooperative Acceptance Testing - Premium			\$46.48			A
		9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
			9.20.7.1 Nonscheduled Cooperative Testing - Basic			\$27.81			A
			9.20.7.2 Nonscheduled Cooperative Testing - Overtime			\$37.14			A
			9.20.7.3 Nonscheduled Cooperative Testing - Premium			\$46.48			A
		9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
			9.20.8.1 Nonscheduled Manual Testing - Basic			\$27.81			A
			9.20.8.2 Nonscheduled Manual Testing - Overtime			\$37.14			A
			9.20.8.3 Nonscheduled Manual Testing - Premium			\$46.48			A
		9.20.9	Intentionally Left Blank						
		9.20.10	Intentionally Left Blank						
		9.20.11	Additional Dispatch, per Order			\$79.80			A
		9.20.12	Intentionally Left Blank						
		9.20.13	Design Change, per Order			\$69.90			A
		9.20.14	Expedite Charge, per Day Advanced			\$400.00			12
		9.20.15	Cancellation Charge			ICB			3
		9.20.16	Maintenance of Service, per Half Hour or fraction thereof						
			9.20.16.1 Maintenance of Service - Basic			\$26.18			A
			9.20.16.2 Maintenance of Service - Overtime			\$34.96			A
			9.20.16.3 Maintenance of Service - Premium			\$43.76			A
		9.20.17	Intentionally Left Blank						
	9.21	Channel Regeneration							
		9.21.1	DS1	\$0.00		\$0.00	A, 9		A, 9
		9.21.2	DS3	\$0.00		\$0.00	A, 9		A, 9
	9.22	Intentionally Left Blank							
	9.23	UNE Combinations							
		9.23.1	Intentionally Left Blank						
		9.23.2	Enhanced Extended Loop (EEL)						
			9.23.2.1 EEL Loop, DS0 2-Wire						
				9.23.2.1.1 EEL 2-Wire Loop Installation					
					9.23.2.1.1.1 First	\$207.99			A
					9.23.2.1.1.2 Each Additional	\$158.00			A
				9.23.2.1.2 2-Wire Analog Loop					
					9.23.2.1.2.1 Zone 1	\$12.14	15		
					9.23.2.1.2.2 Zone 2	\$28.11	15		
					9.23.2.1.2.3 Zone 3	\$62.50	15		
			9.23.2.2 EEL Loop, DS0 4-Wire						
				9.23.2.2.1 EEL 4-Wire Loop Installation					

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							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
					9.23.2.2.1.1	First			\$207.99			A
					9.23.2.2.1.2	Each Additional			\$158.00			A
				9.23.2.2.2	4-Wire Analog Loop							
					9.23.2.2.2.1	Zone 1	\$23.83			15		
					9.23.2.2.2.2	Zone 2	\$55.16			15		
					9.23.2.2.2.3	Zone 3	\$122.63			15		
			9.23.2.3	EEL Loop, DS1								
				9.23.2.3.1	EEL DS1 Loop Installation							
					9.23.2.3.1.1	First			\$265.13			A
					9.23.2.3.1.2	Each Additional			\$205.77			A
				9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)							
					9.23.2.3.2.1	Zone 1	\$74.88			15		
					9.23.2.3.2.2	Zone 2	\$78.63			15		
					9.23.2.3.2.3	Zone 3	\$83.57			15		
			9.23.2.4	EEL Loop, DS3								
				9.23.2.4.1	EEL DS3 Loop Installation							
					9.23.2.4.1.1	First			\$284.78			A
					9.23.2.4.1.2	Each Additional			\$225.41			A
				9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)							
					9.23.2.4.2.1	Zone 1	\$791.17			15		
					9.23.2.4.2.2	Zone 2	\$912.30			15		
					9.23.2.4.2.3	Zone 3	\$1,017.23			15		
			9.23.2.5	Private Line / Special Access to EEL Conversion (as is)					\$30.87			A
			9.23.2.6	EEL Rearrangement								
				9.23.2.6.1	DS0				\$136.86	A		
				9.23.2.6.2	High Capacity				\$155.34	A		
			9.23.2.7	EEL Transport								
				9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)							
					9.23.2.7.1.1	Over 0 to 8 Miles	\$20.95	\$0.23		15	15	
					9.23.2.7.1.2	Over 8 to 25 Miles	\$21.00	\$0.13		15	15	
					9.23.2.7.1.3	Over 25 to 50 Miles	\$21.11	\$0.11		15	15	
					9.23.2.7.1.4	Over 50 Miles	\$21.19	\$0.07		15	15	
				9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)							
					9.23.2.7.2.1	Over 0 to 8 Miles	\$34.12	\$3.25		15	15	
					9.23.2.7.2.2	Over 8 to 25 Miles	\$34.95	\$3.28		15	15	
					9.23.2.7.2.3	Over 25 to 50 Miles	\$36.80	\$1.86		15	15	
					9.23.2.7.2.4	Over 50 Miles	\$35.44	\$0.79		15	15	
				9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)							
					9.23.2.7.3.1	Over 0 to 8 Miles	\$219.24	\$54.79		15	15	
					9.23.2.7.3.2	Over 8 to 25 Miles	\$222.65	\$17.32		15	15	
					9.23.2.7.3.3	Over 25 to 50 Miles	\$204.76	\$21.47		15	15	
					9.23.2.7.3.4	Over 50 Miles	\$216.42	\$14.86		15	15	
			9.23.2.8	EEL Multiplexing								
				9.23.2.8.1	DS1 to DS0		\$233.80		\$214.50	A		A
				9.23.2.8.2	DS3 to DS1		\$248.81		\$214.50	A		A
			9.23.2.9	EEL DS0 Channel Performance								
				9.23.2.9.1	DS0 Low Side Channelization		\$12.56			A		
				9.23.2.9.2	DS1 / DS0 Low Side Channelization		\$7.16			A		
	9.24	Intentionally Left Blank										
	9.25	Loop Mux Combination (LMC)										
		9.25.1	Loop Mux, 2-Wire Analog, DS0									
			9.25.1.1	LMC 2-Wire Loop Installation								
				9.25.1.1.1	First				\$191.92			A
				9.25.1.1.2	Each Additional				\$131.89			A
			9.25.1.2	2-Wire Analog Loop								
				9.25.1.2.1	Zone 1		\$12.14			15		
				9.25.1.2.2	Zone 2		\$28.11			15		
				9.25.1.2.3	Zone 3		\$62.50			15		
		9.25.2	Loop Mux, 4-Wire Analog, DS0									
			9.25.2.1	LMC 4-Wire Loop Installation								
				9.25.2.1.1	First				\$191.92			A
				9.25.2.1.2	Each Additional				\$131.89			A
			9.25.2.2	4-Wire Analog Loop								
				9.25.2.2.1	Zone 1		\$23.83			15		
				9.25.2.2.2	Zone 2		\$55.16			15		
				9.25.2.2.3	Zone 3		\$122.63			15		
		9.25.3	Loop Mux, DS1									
			9.25.3.1	LMC DS1 Loop Installation								
				9.25.3.1.1	First				\$252.03			A
				9.25.3.1.2	Each Additional				\$192.68			A
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)								
				9.25.3.2.1	Zone 1		\$74.88			15		
				9.25.3.2.2	Zone 2		\$78.63			15		
				9.25.3.2.3	Zone 3		\$89.57			15		
		9.25.4	Private Line / Special Access to LMC Conversion (as is)						\$30.87			A
		9.25.5	DS0 Channel Performance									
			9.25.5.1	Intentionally Left Blank								

					Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
			9.25.5.2	DS1 / DS0 Low Side Channelization	\$7.16			A		
		9.25.6	LMC Rearrangement							
			9.25.6.1	DS0			\$136.86			1
			9.25.6.2	High Capacity			\$155.34			1
10.0 Ancillary Services										
	10.1	Local Number Portability								
		10.1.1	LNP Queries		See CLOC Access Tariff # 11		See CLOC Access Tariff # 11			
		10.1.2	LNP Managed Cuts							
			10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.38			1
			10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43			1
			10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49			1
	10.2	911 / E911								
		10.2.1	911 / E911 - Calling		No Charge		No Charge			
	10.3	White Pages Directory Listings, Facility Based Providers								
		10.3.1	Primary Listing		No Charge		No Charge			
		10.3.2	Premium / Privacy Listings		General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
	10.4	Directory Assistance, Facility Based Providers								
		10.4.1	Local Directory Assistance, per Call		\$0.34			2		
		10.4.2	National Directory Assistance, per Call		\$0.34			2		
		10.4.3	Intentionally Left Blank							
		10.4.4	Intentionally Left Blank							
		10.4.5	Call Completion, per Call		\$0.04			2		
	10.5	Directory Assistance List Information								
		10.5.1	Initial Database Load, per Listing		\$0.25			2		
		10.5.2	Reload of Database, per Listing		\$0.02			2		
		10.5.3	Daily Updates, per Listing		\$0.05			2		
		10.5.4	One-Time Set-Up Fee				\$81.42			2
		10.5.5	Media Charges for File Delivery							
			10.5.5.1	Electronic Transmission	\$0.0020			2		
	10.6	Toll and Assistance Operator Services, Facility Based Providers								
		10.6.1	Operator Assistance, per Call		\$0.50			2		
		10.6.2	Intentionally Left Blank							
		10.6.3	Intentionally Left Blank							
		10.6.4	Call Branding, Set-Up & Recording				\$10,500.00			2
		10.6.5	Loading Brand, per Switch				\$175.00			2
	10.7	Access to Poles, Ducts, Conduits and Rights of Way (ROW)								
		10.7.1	Pole Inquiry Fee, per Mile				\$304.67			A
		10.7.2	Innerduct Inquiry Fee, per Mile				\$366.22			A
		10.7.3	ROW Inquiry Fee				\$135.35			A
		10.7.4	ROW Document Preparation Fee				\$135.35			A
		10.7.5	Field Verification Fee, per Pole				\$33.84			A
		10.7.6	Field Verification Fee, per Manhole				\$439.88			A
		10.7.7	Planner Verification, per Manhole				\$15.09			A
		10.7.8	Manhole Verification Inspector, per Manhole				\$270.70			A
		10.7.9	Manhole Make-Ready Inspector, per Manhole				\$406.04			A
		10.7.10	Transfer of Responsibility				\$126.93			1
		10.7.11	Pole Attachment Fee, per Foot, per Year							
			10.7.11.1	Urban	\$1.18			4		
			10.7.11.2	Non-Urban	\$1.79			4		
		10.7.12	Innerduct							
			10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.1887			1		
			10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.2317			4		
		10.7.13	Access Agreement Consideration				\$10.00			2
		10.7.14	Make Ready				ICB			3
12.0 Operational Support Systems										
	12.1	Development and Enhancements, per Order					No charge at this time			5
	12.2	Ongoing Operations, per Order					No charge at this time			5
	12.3	Daily Usage Record File, per Record			\$0.0008290			A		

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							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC	
	12.4	Trouble Isolation Charge							See 9.20				
17.0	Bona Fide Request Process												
	17.1	Processing Fee							\$2,273.80			A	
NOTES:													
	*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:											
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02											
	B	Geographic Deaveraging Docket No. C-3554/PI-112/Application No. NUSF 50/Progression Order No. 3											
	D	FCC Docket No. 01-92 Effective 12-29-11											
	#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.											
	##	Second Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 8/5/02 Exhibit A. Rates voluntarily deaveraged to be consistent with the deaveraged loop rate. Deaveraging approach subject to review in the next phase of the cost docket. State wide average rate of \$1.56 was ordered by the Commission in C-2516.											
	###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.											
	1	Rates not addressed in Cost Docket (estimated TELRIC)											
	2	Market Based Rates											
	3	ICB, Individual Case Basis.											
	4	Rates based on FCC guidelines											
	5	CenturyLink will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.											
	6	CenturyLink has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.											
	7	The preliminary engineering and planning costs are included in the Caged and Cageless space construction charges. These engineering and planning charges are also included in the Caged and Cageless Quote Preparation Fees (QPF). Upon completion of the collocation construction, these QPFs will be credited to the final space construction charge for the collocation job.											
	8	Intentionally Left Blank											
	9	Effective 8/1/03, CenturyLink will not charge the Channel Regeneration charges of: DS1 REC \$2.07, NRC \$452.11 and DS3 REC \$6.30, NRC \$1709.67 approved in Docket C-2516. Contract amendments to remove the charges are not required. CenturyLink reserves the right to the contractual rate only after appropriate notice is given. Future regulatory rulings and/or events may be subject to the conditions described under Change in Law Provisions of the SGAT (Section 2.2) or the applicable interconnection agreement.											
	10	Intentionally Left Blank											
	11	CenturyLink has not implemented the NID recurring charge of \$1.08 approved in Docket No. C-2516 but reserves the right to assess such a charge in the future.											
	12	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in CLOC Tariff F.C.C No. 11, Section 5 (Formerly Qwest Tariff FCC No. 1, Section 5											
	13	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. CenturyLink has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.											
	14	Rate was ordered for a similar element and is being used because the cost for this element are the same.											
	15	Rate was previously ordered for this element in a different section of Exhibit A.											
	@	(CenturyLink) Element Added or Rate Changed per Amendment											



Service Performance Indicator Definitions (PID)

CenturyLink QC

ICA Exhibit B – PID Version 10.0

QWEST CORPORATION DBA CENTURYLINK QC'S ("CENTURYLINK QC'S") SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

PID Version 10.0

Introduction

CenturyLink QC will report performance results for the service performance indicators defined herein. CenturyLink QC will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to CenturyLink QC's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

CenturyLink QC's Service Performance Indicator Definitions

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Electronic Gateway Availability

GA-1 – Gateway Availability – LSR

Purpose: Evaluates the quality of CLEC access to the gateway systems offered by CenturyLink QC for CLECs to submit LSRs and associated systems that facilitate access to the gateway(s), focusing on the extent they are actually available to CLECs.		
Description: GA-1-<Name of LSR Gateway or Associated System> ^{NOTE 1} : Measures the availability of the gateway interfaces through which CLECs process LSRs, and reports the percentage of Scheduled Availability Time the interface is available for view and/or input. <ul style="list-style-type: none"> Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. An outage is a critical or serious loss of functionality, attributable to the specified gateway or component affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 		
Reporting Period: One month		Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results		Disaggregation Reporting: Region-wide level.
Formula: ([Number of Hours and Minutes Gateway or system is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100		
Exclusions: None		
Product Reporting: Reported by gateway or associated system, for each LSR submittal gateway and for each system that facilitates access to the LSR gateway(s), to the extent availability is not counted as part of the LSR-processing gateway(s).		Standard: Diagnostic
Availability: Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)		Notes: 1. Such as "GA-1-IMA-GUI," "GA-1-XML," ^{NOTE 2} or "GA-1-SIA," with other gateways or systems being limited to those that replace these gateways. 2. GA-1-XML replaces the former GA-8 PID.

GA-3 – Gateway Availability – Repair

Purpose:

Evaluates the quality of CLEC access to the gateway interface offered by CenturyLink QC for CLECs to electronically submit repair trouble tickets, focusing on the extent the gateway is actually available to CLECs.

Description:

GA-3-<Name of Repair Gateway> ^{NOTE 1}: Measures the availability of the gateway interface(s) through which CLECs submit repair troubles and reports the percentage of scheduled availability time the interface is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website:
<http://www.centurylink.com/wholesale/cmp/ossHours.html>.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate results

Disaggregation Reporting: Region-wide level.

Formula:

$$\frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \times 100$$

Exclusions: None

Product Reporting: Reported by system, for each repair trouble submittal gateway.

Standard: Diagnostic

Availability: Available
(Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)

1. **Notes:** Such as "GA-3-EB-TA" or "GA-3-Repair GUI" ^{NOTE 2}, with other gateways or systems being limited to those that replace these gateways.
2. GA-3-Repair GUI replaces the former GA-6-GUI-Repair PID.

GA-4 – System Availability – ASR**Purpose:**

Evaluates the quality of CLEC batch access to electronic systems offered by CenturyLink QC for CLECs to submit ASRs, focusing on the extent the systems are actually available to CLECs.

Description:

GA-4-<Name of ASR-processing System> ^{NOTE 1:} Measures the availability of the electronic ASR submittal system and reports the percentage of scheduled availability time the system is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <http://www.centurylink.com/wholesale/cmp/ossHours.html>.
- Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate results

Disaggregation Reporting: Region-wide level.

Formula:

$$\frac{[\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \times 100$$

Exclusions: None

Product Reporting: Reported by system, for each ASR submittal gateway.

Standard: Diagnostic

Availability: Available
(Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)

Notes:

1. Such as "GA-4-EXACT," with other gateways or systems being limited to those that replace this system.

GA-7 – Timely Outage Resolution following Software Releases**Purpose:**

Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.

Description:

Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved^{NOTE 1} within 48 hours of detection by the CenturyLink QC monitoring group or reporting by a CLEC/co-provider.

- Includes software releases associated with the following OSS interfaces in CenturyLink QC: LSR-processing gateway(s), repair trouble report-processing gateway(s), and ASR-processing system(s) or gateway(s).^{NOTE 2}
- An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers or data loss^{NOTE 3} on the CenturyLink QC side of the interface. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.
- The outage resolution time interval considered in this measurement starts at the time CenturyLink QC's monitoring group detects a failure, or at the date/time of the first transaction sent to CenturyLink QC that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.

Reporting Period: Monthly

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate

Disaggregation Reporting: Region-wide level.

Formula:

$$[(\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time CenturyLink QC detects the outage}) \div (\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period})] \times 100$$

Exclusions:

- Outages in releases prior to any CLEC migrating to the release.
- Duplicate reports attributable to the same software defect.

Product Reporting: None

Standards: Diagnostic

Availability:

Available

Notes:

1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC.
2. Such as, "IMA-GUI," "IMA-XML," "CEMR," "EXACT," and "EB-TA," with other gateways or systems being limited to those that replace these gateways/systems.
3. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., LSR ID or trouble ticket number).

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose: Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of CenturyLink QC's Operational Support Systems (OSS). CenturyLink QC's OSS are accessed through the specified gateway interface.	
Description: PO-1-<Gateway Type> ^{NOTE 1} : Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface. <ul style="list-style-type: none"> Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period. The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface. A query is an individual request for the specified type of information. 	
Reporting Period: One month	
Unit of Measure: Seconds	
Reporting Comparisons: CLEC aggregate.	Disaggregation Reporting: Region-wide level. Results are reported by gateway type Results are reported separately for each of the following transaction types, to the extent they are offered through the gateway type: ^{NOTES 2, 3, & 4} <ol style="list-style-type: none"> Appointment Scheduling (Due Date Reservation, where appointment is required) Service Availability Information Facility Availability Street Address Validation Customer Service Records Telephone Number Loop Qualification Tools [Left intentionally blank to preserve numbering] Connecting Facility Assignment Meet Point Inquiry <p>Where available through the gateway type, in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For above transaction number 6, Telephone Number, a third part (c) accept screen, will be reported, where available from the gateway type. Otherwise, request/response will be reported as a combined number.</p>

PO-1 – Pre-Order/Order Response Times (continued)

Formula: $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Queries Submitted in Reporting Period})$	
Exclusions: <ul style="list-style-type: none"> Rejected requests/errors, and timed out transactions 	
Product Reporting: None	Standards: Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> Such as “PO-1-XML” or “PO-1-IMA GUI.” As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. Results based on a weighted combination of mechanized system tools used in providing the response(s), as applicable, such as ADSL Loop Qualification and Raw Loop Data Tool. In the event that a measured gateway type is replaced and a specified transaction type is not conducive to measurement via simulated transactions (as defined under “Description” above), interested parties will work together to determine whether and how such transaction(s) can and should be measured.

PO-2 – Electronic Flow-through

Purpose: Monitors the extent CenturyLink QC's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.	
Description: PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the service order processor (SOP) without any human intervention. <ul style="list-style-type: none"> Includes all LSRs that are submitted electronically during the reporting period, subject to exclusions specified below. PO-2B – Measures the percentage of all flow-through-eligible LSRs ^{NOTE 1} that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> Includes all flow-through-eligible LSRs that are submitted electronically during the reporting period, subject to exclusions specified below. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	Disaggregation Reporting: Statewide level (per multi-state system serving the state).
Formula: PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100 PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100	
Exclusions: <ul style="list-style-type: none"> Rejected LSRs and LSRs containing CLEC-caused non-fatal errors. Non-electronic LSRs (e.g., via fax or courier). Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. Duplicate LSR numbers. Invalid start/stop dates/times. 	
Product Reporting: <ul style="list-style-type: none"> Resale Unbundled Loops (with or without Local Number Portability) Local Number Portability 	Standards: Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.

PO-3 – LSR Rejection Notice Interval

Purpose: Monitors the timeliness with which CenturyLink QC notifies CLECs that electronic and manual LSRs were rejected.		
Description: Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none">Includes all LSRs submitted through the specified interface that are rejected during the reporting period.Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in CenturyLink QC territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to CenturyLink QC question for clarification about the LSR.Included in the interval is time required for efforts by CenturyLink QC to work with the CLEC to avoid the necessity of rejecting the LSR.With hours: minutes reporting, hours counted are business hours for manual rejects Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours.		
Reporting Period: One month		Unit of Measure: Hours: Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide <ul style="list-style-type: none">PO-3C, LSRs received via facsimilePO-3X, LSRs received electronically and rejected manually	
Formula: $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$		
Exclusions: <ul style="list-style-type: none">Records with invalid product codes.Records missing data essential to the calculation of the measurement per the PID.Duplicate LSR numbers.Invalid start/stop dates/times.		
Product Reporting: Not applicable		Standards: Diagnostic
Availability: Available		Notes:

PO-5 – Firm Order Confirmations (FOCs) On Time**Purpose:**

Monitors the timeliness with which CenturyLink QC returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:

Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and CenturyLink QC’s response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the [application date and time](#), as defined herein, and CenturyLink QC’s response with a FOC notification (notification date and time).
- “Fully electronic” LSRs are those (1) that are received via an electronic LSR submittal gateway, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. ^{NOTE 2}
- “Electronic/manual” LSRs are received electronically via an electronic LSR submittal gateway and involve manual processing.
- “Manual” LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in [business days](#).
- LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons:

CLEC aggregate and individual CLEC results

Disaggregation Reporting: Statewide level (per multi-state system serving the state).

Results for this indicator are reported as follows:

- PO-5A: * FOCs provided for fully electronic LSRs
- PO-5B: * FOCs provided for electronic/manual
- PO-5C: * FOCs provided for manual LSRs received via Facsimile.
- PO-5D: FOCs provided for ASRs requesting LIS Trunks.

* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:

- (a) FOCs provided for Resale services
- (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements
- (c) FOCs provided for LNP

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**Formula:**

PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be [projects](#).
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers.
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:

Standards:	
<ul style="list-style-type: none"> • For PO-5A, -5B and -5C: (a) Resale services (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP • For PO-5D: LIS Trunks. 	<ul style="list-style-type: none"> • minutes^{NOTE 2} For PO-5A (all): 95% within 20
	<ul style="list-style-type: none"> • For PO-5B (all): 90% within standard FOC intervals (specified below)
	<ul style="list-style-type: none"> • For PO-5C (manual): 90% within standard FOC intervals specified below PLUS 24 hours^{NOTE 3}
	<ul style="list-style-type: none"> • eight business days For PO-5D (LIS Trunks): 85% within
<u>Standard FOC Intervals for PO-5B and PO-5C</u>	
Product Group ^{NOTE 1}	
Resale	
Residence POTS	1-39 lines
LNP	
	1-50 lines
Unbundled Loops	
Analog Loop	1-24 loops
Sub-Loop	
1-24 sub-loops [included in Product Reporting group (b)]	
24 hours	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Enhanced Extended Loops-DS1 (EEL-DS1) 1-24 circuits [included in Product Reporting group (b)]	48 hours
	Unbundled Loops w/Facility Check (NOTES 2, 3) 1-24 loops 2-Wire Non-Loaded ADSL-Compatible XDSL-I Capable DS1-Capable	72 hours
	For PO-5D: LIS Trunks 1-240 trunk circuits	8 business days
	Notes: 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.	
Availability: Available		

PO-9 – Timely Jeopardy Notices

Purpose: When original due dates are missed, measures the extent to which CenturyLink QC notifies customers in advance of jeopardized due dates.	
Description: Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity. Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	Disaggregation Reporting: Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
Formula: $[(\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}) \div (\text{Total number of missed due date orders completed in the reporting period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> Orders missed for customer reasons. Records with invalid product codes. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting: A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks	Standards: Diagnostic, with retail comparative results also reported as follows: A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) Services
Availability: Available	Notes:

OP-3 – Installation Commitments Met**Purpose:**

Evaluates the extent to which CenturyLink QC installs services for Customers by the scheduled due date.

Description:

Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing [inward activity](#). Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by CenturyLink QC is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons:

CLEC
aggregate,
individual
CLEC and
CenturyLink
QC Retail
results

Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under “[MSA](#)-Type Disaggregation” will be reported according to orders involving:
 - OP-3A Dispatches within MSAs;
 - OP-3B Dispatches outside MSAs; and
 - OP-3C No dispatches.
- Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations:
 - OP-3D In [Interval Zone 1](#) areas; and
 - OP-3E In [Interval Zone 2](#) areas.

Formula:

$$\frac{[(\text{Total Orders completed in the reporting period on or before the Applicable Due Date}) \div (\text{Total Orders Completed in the Reporting Period})] \times 100}{}$$

Exclusions:

- Disconnect, From (another form of disconnect), and Record order types.
- Due dates missed for standard categories of customer and non-CenturyLink QC reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-CenturyLink QC reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or [application dates](#).
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-3 – Installation Commitments Met (continued)

Product Reporting:		Standards:
<u>MSA-Type Disaggregation -</u>		
• Resale Residential single line service		Parity with retail service
• Sub-Loop Unbundling		90%
<u>Zone-Type Disaggregation -</u>		
• LIS Trunks		Parity with Feature Group D (aggregate)
• Unbundled Loops:		
Analog Loop		90%
2-Wire Non-Loaded Loop		90%
DS1-Capable Loop		Parity with retail DS1 Private Line
xDSL-I Capable Loop		90%
ADSL-Compatible Loop		90%
• Enhanced Extended Loops-DS1 (EEL-DS1)		90%
Availability: Available	Notes:	

OP-4 – Installation Interval**Purpose:**

Evaluates the timeliness of CenturyLink QC's installation of services for customers, focusing on the average time to install service.

Description:

Measures the average interval (in [business days](#)) ^{NOTE 1} between the [application date](#) and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing [inward activity](#).
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. ^{NOTE 2}
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. ^{NOTE 2}

Reporting Period: One month

Unit of Measure: Average Business Days

Reporting Comparisons:

CLEC
aggregate,
individual
CLEC and
CenturyLink
QC Retail
results

Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under “[MSA](#)-Type Disaggregation” will be reported according to orders involving:
 OP-4A Dispatches within MSAs;
 OP-4B Dispatches outside MSAs; and
 OP-4C No dispatches.
- Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations:
 OP-4D In [Interval Zone 1](#) areas; and
 OP-4E In [Interval Zone 2](#) areas.

Formula:

$$\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div \text{Total Number of Orders Completed in the reporting period}$$

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) ^{NOTE 1} by total number of service orders completed in the reporting period.

OP-4 – Installation Interval (continued)

Exclusions: <ul style="list-style-type: none"> • Orders with customer requested due dates greater than the current standard interval. • Disconnect, From (another form of disconnect), and Record order types. • Records involving official company services. • Records with invalid due dates or application dates. • Records with invalid completion dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting:	Standards:
<u>MSA-Type Disaggregation -</u>	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	6 days
<u>Zone-Type Disaggregation -</u>	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	6 days
2-Wire Non-Loaded Loop	6 days
DS1-Capable Loop	5.5 days
xDSL-I Capable Loop	6 days
ADSL-Compatible Loop	6 days
• Enhanced Extended Loops-DS1 (EEL-DS1)	6 days
Availability: Available	Notes: <ol style="list-style-type: none"> 1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-5 – New Service Installation Quality**Purpose:**

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of CenturyLink QC's resolution of such conditions with respect to multiple reports.

Description:

Measures the percentage of inward line service orders that are free of repair trouble reports ^{NOTE 2} within 30 calendar days of installation completion, subject to exclusions below.

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing [inward activity](#). ^{NOTE 1}
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.
- Repair trouble reports are defined as CLEC/customer notifications to CenturyLink QC of out-of-service and other service affecting conditions for which CenturyLink QC opens repair tickets in its maintenance and repair management and tracking systems ^{NOTE 3} that are closed in the reporting period or the following month, ^{NOTE 4} subject to exclusions shown below. ^{NOTE 5}
- CenturyLink QC is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in CenturyLink QC's systems.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.

Unit of Measure:
Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results

Disaggregation Reporting: Statewide level

Formula:

(Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

Exclusions:

- Repair trouble reports attributable to CLEC or coded to non-CenturyLink QC, e.g.: Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, CPE, Customer Instruction, Carrier, Alternate Provider, Reports from other than the CLEC/customer that result in a charge if dispatched, Carrier Action (IEC), Commercial power failure, Customer requested service order activity, and Other non-CenturyLink QC.
- Repair reports coded to disposition codes for referral to another department (i.e., for

OP- 5 – New Service Installation Quality (continued)

<p>non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).</p> <ul style="list-style-type: none"> Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness). Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed. Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period. Information tickets generated for internal CenturyLink QC system/network monitoring purposes. Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order. Records involving official CenturyLink QC company services. Records missing data essential to the calculation of the measurement as defined herein. 	
Product Reporting Categories: <ul style="list-style-type: none"> As specified below – one percentage result reported for each bulleted category under the sub-measurements shown. 	Standards: Parity with retail service <i>(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)</i>
Product Reporting:	Standards:
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Parity with retail DS1 Private Line
• Unbundled Loops:	
Analog Loop	Parity with retail Res & Bus POTS with dispatch
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
• LIS Trunks	Parity with Feature Group D (aggregate)
Availability: <div>Available</div>	Notes: <ol style="list-style-type: none"> The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.

OP- 5 – New Service Installation Quality (continued)

	<ol style="list-style-type: none">3. CenturyLink QC's repair management and tracking systems obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries.4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when CenturyLink QC pulls the repair data to begin processing results for this measurement.5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in CenturyLink QC's documented or agreed upon procedures.6. Sub-Loop Unbundling standard: When CLEC order volumes of this element exceed 10 per month, CLEC and CenturyLink QC may work together to identify an applicable benchmark.
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OP-8 – Number Portability Timeliness**Purpose:**

Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than CenturyLink QC-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.
- For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by CenturyLink QC.
- “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop.

Reporting Period: One month

Unit of Measure: Percent of triggers set on time

Reporting Comparisons: CLEC aggregate and individual CLEC results

Disaggregation Reporting: Statewide level.

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers.
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
 - Records with no PON (purchase order number) or STATE.
 - Records where triggers cannot be set due to switch capabilities.
 - Records with invalid due dates, [application dates](#), or start dates.
 - Records with invalid completion dates.
 - Records missing data essential to the calculation of the measurement per the PID.
 - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Product Reporting: None

Standard: 95%

Availability: Available

Notes:

OP-15 – Interval for Pending Orders Delayed Past Due Date**Purpose:**

Evaluates the extent to which CenturyLink QC's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

Description:

OP-15A – Measures the average number of [business days](#) that pending orders are delayed beyond the Applicable Due Date for reasons attributed to CenturyLink QC.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by CenturyLink QC has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing [inward activity](#).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. ^{NOTE 1}
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. ^{NOTE 1}

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for CenturyLink QC facility reasons.

Reporting Period: One month

Unit of Measure:

OP-15A – Average Business Days ^{NOTE 2}

OP-15B – Number of orders pending facilities

Reporting Comparisons:

CLEC aggregate, individual CLEC, CenturyLink QC retail

Disaggregation Reporting:

Statewide

Formula:

OP-15A = $\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div (\text{Total Number of Pending Orders Delayed for CenturyLink QC reasons as of the last day of Reporting Period})$

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for CenturyLink QC facility reasons

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or [application dates](#).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	Standards: Diagnostic, with retail comparatives also reported as specified below
• Resale Residential single line service	Diagnostic (Expectation: Parity with retail service)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
2-Wire Non-Loaded Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
DS1-Capable Loop	Diagnostic (Expectation: Parity with retail DS1)
xDSL-I Capable Loop	Diagnostic
ADSL-Compatible Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
• Enhanced Extended Loops-DS1 (EEL-DS1)	Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> 1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.

Maintenance and Repair

MR-5 – Troubles Cleared within Specified Intervals

Purpose: Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles, as set forth herein) and on the number of such trouble reports cleared within the specified intervals (i.e., 4 or 24 hours).	
Description: Measures the percentage of trouble reports for specified services that are cleared within 4 or 24 hours of receipt of trouble reports from CLECs or from retail customers. <ul style="list-style-type: none"> Includes all trouble reports (out of service or all troubles, as specified under product reporting below), closed during the reporting period, which involve a specified service, subject to exclusions specified below. Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared. 	
Reporting Period: One month Unit of Measure: Percent	
Reporting Comparisons: CLEC aggregate, individual CLEC, and CenturyLink QC Retail results	Disaggregation Reporting: Statewide level. Results for listed products will be disaggregated according to trouble reports: <ul style="list-style-type: none"> MR-5A Zone-type disaggregation In Interval Zone 1 areas MR-5B Zone-type disaggregation In Interval Zone 2 areas MR-5X For Resale Business and Single Line and SubLoops
Formula: $[(\text{Number of Trouble Reports closed in the reporting period that are cleared within interval specified herein}) \div (\text{Total Trouble Reports closed in the reporting period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal CenturyLink QC system/network monitoring purposes. Time delays due to “no access” are excluded from repair time. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. 	

MR-5 – Troubles Cleared within Specified Intervals (continued)

Product Reporting:	Standards:
Zone-Type Disaggregation – All Troubles Cleared within 4 Hours	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops	
DS1-Capable Loop	Parity with retail DS1
2-Wire Non-Loaded Loop	Diagnostic (no retail comparison)
xDSL-I Capable Loop	Diagnostic (no retail comparison)
ADSL-Compatible Loop	Diagnostic (no retail comparison)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
Non-disaggregated Reporting – Out of Service Cleared within 24 Hours	
• Resale Business Single Line Service	Diagnostic (Expectation: parity with retail)
• SubLoops	Diagnostic (Expectation: parity with retail RES and BUS POTS)
Availability: Available	Notes:

MR-6 – Mean Time to Restore**Purpose:**

Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

Description:

Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month

Unit of Measure: Hours and Minutes

Reporting Comparisons:

CLEC
aggregate,
individual
CLEC, and
CenturyLink
QC Retail
results

Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under “[MSA-Type Disaggregation](#)” will be reported according to trouble reports involving:

MR-6A	Dispatches within MSAs;
MR-6B	Dispatches outside MSAs; and
MR-6C	No dispatches.
- Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving:

MR-6D	In Interval Zone 1 areas; and
MR-6E	In Interval Zone 2 areas.

Formula:

$\Sigma[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})] \div (\text{Total number of Trouble Reports closed in the reporting period})$

Exclusions:

- Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Trouble reports coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to “no access,” as applicable, are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation.”
- For products listed for MSA-type disaggregation, trouble reports involving a “no access” delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-6 – Mean Time to Restore (Continued)

<ul style="list-style-type: none"> Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting:	Standards:
<u>MSA-Type Disaggregation</u>	
<ul style="list-style-type: none"> Resale Residential single line service 	Parity with retail service
<ul style="list-style-type: none"> Sub-Loop Unbundling 	Parity with Retail RES and BUS POTS NOTE 1
<u>Zone-Type Disaggregation -</u>	
<ul style="list-style-type: none"> LIS Trunks 	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> Unbundled Loops: 	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
<ul style="list-style-type: none"> Enhanced Extended Loops-DS1 (EEL-DS1) 	Parity with retail DS1 Private Line
Availability: Available	Notes: <ol style="list-style-type: none"> Should the standard repair interval for SubLoops be changed to 4 hours, as applicable to interconnection agreements (ICAs) of all CLECs opted into the CenturyLink QC performance assurance plan (Exhibit K of ICAs), the retail comparative will become "Retail DS1 Private Line."

MR-7 – Repair Repeat Report Rate**Purpose:**

Evaluates the accuracy of repair actions, focusing on the number of [repeated trouble reports](#) received for the same line/circuit within a specified period (30 calendar days).

Description:

Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service CenturyLink QC will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to CenturyLink QC network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or “repeat” trouble report is received (i.e., opened).

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.

Unit of Measure: Percent

Reporting Comparisons:

CLEC
aggregate,
individual
CLEC, and
CenturyLink
QC Retail
results

Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under “[MSA-Type Disaggregation](#)” will be reported according to trouble reports involving:

MR-7A	Dispatches within MSAs;
MR-7B	Dispatches outside MSAs; and
MR-7C	No dispatches.
- Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving:

MR-7D	In Interval Zone 1 areas; and
MR-7E	In Interval Zone 2 areas.

Formula:

$$[(\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}) \div (\text{Total number of Trouble Reports Closed in the reporting period})] \times 100$$

Exclusions:

- Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).

MR-7 – Repair Repeat Report Rate (Continued)

<ul style="list-style-type: none"> • Subsequent trouble reports of any trouble before the original trouble report is closed. • Information tickets generated for internal CenturyLink QC system/network monitoring purposes. • Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting:	Standards:
<u>MSA-Type Disaggregation -</u>	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Retail DS1 Private Line
<u>Zone-Type Disaggregation -</u>	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
Availability: Available	Notes:

MR-8 – Trouble Rate

Purpose: Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
Description: Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> Includes all trouble reports closed during the reporting period, subject to exclusions specified below. Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC, and CenturyLink QC Retail results	Disaggregation Reporting: Statewide level
Formula: $[(\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}) \div (\text{Total number of the specified services that are in service in the reporting period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal CenturyLink QC system/network monitoring purposes. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting:	Standards:
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Parity with Retail DS1 Private Line
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN-BRI
DS1-Capable Loop	Parity with retail DS1 Private Line, except Colorado ^{NOTE 1}
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN-BRI
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line, except Colorado ^{NOTE 1}

MR-8 – Trouble Rate (continued)

Availability: Available	Notes: <ol style="list-style-type: none">1. <u>In Colorado Only:</u> For DS1-Capable Loops and EEL-DS1s, the following three-tiered standard applies:<ol style="list-style-type: none">a. Benchmark of 3% for 3-month rolling average CLEC aggregate result or, if greater than 3%,b. Difference of less than or equal to one percentage point between 3-month rolling average of CLEC aggregate result and corresponding 3-month average Retail comparative result or, if difference is greater than one percentage point,c. Parity in current reported month using DS1 Private Line as retail comparative.
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MR-9 – Repair Appointments Met

Purpose: Evaluates the extent to which CenturyLink QC repairs services for Customers by the appointment date and time.	
Description: Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> Includes all trouble reports closed during the reporting period, subject to exclusions specified below. Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	Disaggregation Reporting: Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.
Formula: $[(\text{Total Trouble Reports Cleared by appointment date and time}) \div (\text{Total Trouble Reports Closed in the Reporting Period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal CenturyLink QC system/network monitoring purposes. Time delays due to “no access” are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting: Resale: Residential single line service	Standard: Diagnostic, with residential single line retail comparative results also reported
Availability: Available	Notes:

MR-11 – LNP Trouble Reports Cleared within Specified Timeframes**Purpose:**

Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence out-of-service trouble reports that are cleared within four business hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next [business day](#), that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.
- The “currently-scheduled due date/time” is the original due date/time established by CenturyLink QC in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to CenturyLink QC a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by CenturyLink QC before 8:00 p.m. MT on the due date that CenturyLink QC has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by CenturyLink QC after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date.
- Time measured is from the date and time CenturyLink QC receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate and Individual CLEC

Disaggregation Reporting: Statewide level (all are “non-dispatched”).

Formula:

MR-11A = $\left[\frac{\text{(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours)}}{\text{(Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period)}} \right] \times 100$

MR-11B = $\left[\frac{\text{(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours)}}{\text{(Total Number of specified LNP-only Trouble Reports closed in the reporting period)}} \right] \times 100$

MR-11 – LNP Trouble Reports Cleared within Specified Timeframes**Exclusions:**

- Trouble reports attributed to customer or non-CenturyLink QC reasons.
- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- Subsequent trouble reports of LNP trouble before the original trouble report is closed.
- For MR-11B only: Trouble reports involving a “no access” delay.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting: LNP	Standards: Diagnostic
Availability: Available	Notes:

Billing

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which CenturyLink QC delivers industry-standard, electronically-transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none"> Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: Combined CenturyLink QC Retail/CLEC results (Parity by design)	Disaggregation Reporting: State level
Formula: $[(\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}) \div (\text{Total Number of Invoices})] \times 100$	
Exclusions: <ul style="list-style-type: none"> Bills transmitted via paper, magnetic tape, CD-ROM, diskette. Records with missing data essential to the calculation of the measurement per the PID. 	
Product Reporting: <ul style="list-style-type: none"> UNEs and Resale Residence 	Standard: Diagnostic (Parity by Design)
Availability: Available	Notes:

BI-3 – Billing Accuracy – Adjustments for Errors

Purpose: Evaluates the accuracy with which CenturyLink QC bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. “Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.) 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs	Disaggregation Reporting: State level
Formula: $[\sum(\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors}) \div (\text{Total Billed Revenue billed in Reporting Period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> BI-3A - UNEs and Resale – None BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use 	
Product Reporting: <ul style="list-style-type: none"> BI-3A – UNE Loops and Resale Residence BI-3B - Reciprocal Compensation Minutes of Use (MOU) 	Standards: Diagnostic
Availability: Available	Notes:

BI-4 – Billing Completeness**Purpose:**

- UNEs and Resale – Evaluates the completeness with which CenturyLink QC reflects non-recurring and recurring charges associated with completed service orders on the bills.
- Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which CenturyLink QC reflects the revenue for Local Minutes of Use associated with CLEC local traffic over CenturyLink QC's network on the bills.

Description:

BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*

BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*

* Correct bill = next available bill

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate, individual CLECs, and CenturyLink QC Retail results

Disaggregation Reporting: Statewide level.

Formula:

BI-4A – UNEs and Resale = $[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100$

BI-4B – Reciprocal Compensation MOU = $[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100$

Exclusions: None

Product Reporting:

- UNE Loops and Resale Residence
- Reciprocal Compensation (MOU)

Standards: Diagnostic

Availability: Available

Notes:

Database Updates

DB-1 – Time to Update Databases

Purpose: Evaluates the time required for updates to the databases of LIDB and Directory Builder.	
Description: <ul style="list-style-type: none"> Measures the average time required to update the databases of LIDB and the directory database updating system. Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. 	
Reporting Period: One month	Unit of Measure: Seconds
Reporting Comparisons: <ul style="list-style-type: none"> DB-1B-LIDB: Combined results for all CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1-Listings: Combined results for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. ^{NOTE 1} 	Disaggregation Reporting: DB-1B: LIDB for CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed– Sub-region applicable to state
Formula: $\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})]}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}$	
Exclusion: Invalid start/stop dates/times.	
Product Reporting: Not applicable (Reported by database type)	Standards: Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> Because they cannot be separated, results for CenturyLink QC Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined.

Network Performance

NI-1 – Trunk Blocking

Purpose:

Evaluates factors affecting completion of calls from CenturyLink QC end offices to CLEC end offices, compared with the completion of calls from CenturyLink QC end offices to other CenturyLink QC end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:

Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

Reporting Period: One month

Unit of Measure: Percent Blockage

Reporting

Comparisons: CLEC aggregate, individual CLEC, and CenturyLink QC Interoffice trunk blocking results.

Disaggregation Reporting: Statewide level.

Reports the percentage of trunks blocking in interconnection final trunks, reported by:

- NI-1A Interconnection (LIS) trunks to CenturyLink QC tandem offices, with TGSR-related exclusions applied as specified below;
- NI-1B LIS trunks to CenturyLink QC end offices, with TGSR-related exclusions applied as specified below;
- NI-1C LIS trunks to CenturyLink QC tandem offices, without TGSR-related exclusions;
- NI-1D LIS trunks to other CenturyLink QC end offices, without TGSR-related exclusions.

Formula:

$$\{[\sum(\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group})] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups})\} \times 100$$

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

Exclusions:

For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
 - A Trunk Group Service Request (TGSR) ^{NOTES 1 & 2} or the equivalent (if replaced by another process) has been issued in the reporting period; or
 - CLECs do not submit, within 20 calendar days of receiving a TGSR or equivalent:
 - Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons ^{NOTE 3});
 - Trouble Reports; or
 - Notification of traffic re-routing (as described in Note 1 below).

NI-1 – Trunk Blocking (Continued)

For NI-1A, NI-1B, NI-1C, and NI-1D:

- a) Trunk groups, blocking in excess of one percent in the reporting period, for which CenturyLink QC can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
 - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
 - The CLEC placing trunks in a “busy” condition;
- a) Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to CenturyLink QC. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to [lack of facilities](#), and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner ^{NOTE 4}); or
- b) Isolated incidences of blocking, about which CenturyLink QC provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or CenturyLink QC, and (c) thus, do not require an actionable TGSR.

- Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- CenturyLink QC official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:
LIS Trunks

Standards: Diagnostic, with retail comparative results also reported as specified below for NI-1A and NI-1B:

- NI-1A: Comparison with CenturyLink QC Interoffice Trunks to tandems
- NI-1B: Comparison with CenturyLink QC Interoffice Trunks to end offices

Availability:
Available

Notes:

1. CenturyLink QC uses TGSRs (or equivalent, as explained above under “Exclusions”) to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify CenturyLink QC within 20 days that it is initiating a Trouble Report where CenturyLink QC traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify CenturyLink QC that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.
2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day

NI-1 – Trunk Blocking (Continued)

	<p>response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.</p> <p>3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.</p> <ol style="list-style-type: none"> CenturyLink QC-initiated due date delays, including supplements made pursuant to CenturyLink QC requests to delay due dates, shall not be counted as CLEC delays in this measurement. CenturyLink QC-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon. CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a CenturyLink QC-established due date being missed shall not be counted as a CLEC delay in this measurement. <p>4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.</p> <ol style="list-style-type: none"> Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time. Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, CenturyLink QC still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.
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Collocation

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:

Evaluates the extent to which CenturyLink QC completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a [Ready for Service Date \(RFS\) date](#) by CenturyLink QC and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1}
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
 - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
 - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be

CP-2 – Collocations Completed within Scheduled Intervals (continued)

collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to CenturyLink QC for collocations in which Major Infrastructure Modifications are required. CenturyLink QC will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

CP-2 – Collocations Completed within Scheduled Intervals (continued)

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A Forecasted Collocations: Measures collocation installations for which CLEC provides a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

CP-2B Non-Forecasted and Late Forecasted Collocations: Measures collocation installations for which CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

CP-2C All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results

Disaggregation Reporting: Statewide level.

Formula: (for CP-2A, CP-2B and CP-2C)

$$[(\text{Count of Collocations for which the RFS is met}) \div (\text{Total Number of Collocations Completed in the Reporting Period})] \times 100$$

Exclusions:

- RFS dates missed for reasons beyond CenturyLink QC's control.
- Cancelled or expired requests.

Product Reporting: None

Standards: Diagnostic

Availability:
Available

Notes:

- Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITIONS OF TERMS

Application Date (and Time) – The date (and time) on which CenturyLink QC receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
 1. LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
 2. Retail orders received after 3:00 PM local time for Designed Services.
 3. LSRs received after 7:00PM MT for Resale Residence, Unbundled Loops, and non-designed, flow-through LNP.
 4. Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Bill Date – The date shown at the top of the bill, representing the date on which CenturyLink QC begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that CenturyLink QC is normally open for business. Business Day = Monday through Friday, excluding weekends and CenturyLink QC published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and such additional holidays when implemented in all Interconnection Agreements. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is “back in service”.

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

DEFINITIONS OF TERMS (continued)

Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

Delayed Order – An order which has been completed after the scheduled due date and/or time.

Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

End Office Switch – A switch from which an end users' exchange services are directly connected and offered.

Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

Flow-Through – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which CenturyLink QC specifies shorter standard service intervals than for Interval Zone 2 areas.

Installation – The activity performed to activate a service.

Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers

Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

DEFINITIONS OF TERMS (continued)

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. CenturyLink QC depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC).
- The following items complete, subject to the CLEC having made required payments to CenturyLink QC (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
 - Key turnover made available to CLEC.
 - APOT/CFA complete, as defined/required in CLEC's interconnection agreement, and
 - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per CenturyLink QC's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

DEFINITIONS OF TERMS (continued)

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the CenturyLink QC Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Loop - The Unbundled Loop is a transmission path between a CenturyLink QC Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where CenturyLink QC owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

GLOSSARY OF ACRONYMS

<u>ACRONYM</u>	<u>DESCRIPTION</u>
ADSL	Asymmetric Digital Subscriber Line
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CSR	Customer Service Record
DB	Database
DS1	Digital Service 1
EELS	Enhanced Extended Loops
EXACT	Exchange Access, Control, & Tracking
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between CenturyLink QC central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types – N (new), T (to or transfer), C (change)
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PON	Purchase Order Number
POTS	Plain Old Telephone Service
RFS	Ready for Service (refers to collocation installations)
SOP	A service order processor
TN	Telephone Number
UNE	Unbundled Network Element
XDSL	(X) Digital Subscriber Line. (The “X” prefix refers to DSL generically. An “X” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

EXHIBIT C

See CenturyLink's Wholesale web-site for the Service Interval Guide.

Exhibit D

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EXHIBIT E

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EXHIBIT F

SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Intentionally Left Blank.
 - 1.2 Intentionally Left Blank.
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by CenturyLink as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which CenturyLink is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the CenturyLink network.
 - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which CenturyLink is obligated to provide unbundled access, but for which CenturyLink has not created a standard product.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, CenturyLink will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate CenturyLink form, which is located on CenturyLink's website.
4. CenturyLink shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. CenturyLink shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the CenturyLink network. If the request is for a combination of network elements that are not ordinarily combined in the CenturyLink network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by CenturyLink under the non-disclosure sections of this Agreement.

EXHIBIT G

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EXHIBIT H
Twelve States
(Excludes MN and WA)

Calculation of the Relative Use Factor (RUF)

Minutes that are CenturyLink's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink
- All jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink

Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to CenturyLink

Non- Local Minutes that are CLEC's responsibility (C):

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP-PSTN MOU that CLEC sends to CenturyLink

The mathematical equation for RUF is as follows:

CenturyLink Responsibility: $(A) / (A+B+C)$ Rounded to nearest whole percentage

CLEC Responsibility: $(B + C) / (A+B+C)$ Rounded to nearest whole percentage

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.

Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by CenturyLink.
2. ICB Rate Intervals
 - 2.1 For those products and services identified in the Agreement that contain a provision for ICB rates, CenturyLink will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the Agreement or this Exhibit.
 - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, CenturyLink shall provide CLEC with an ICB quote within the stated specific intervals:
 - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.
 - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.
 - 2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.
 - 2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.
 - 2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.
 - 2.3 Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, CenturyLink shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, CenturyLink shall request the release of vendor cost information when CenturyLink communicates with the vendor(s) when CenturyLink seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by CenturyLink under the non-disclosure sections of this Agreement.

Exhibit I – Individual Case Basis

3. ICB Provisioning Intervals

- 3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.
- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the CenturyLink representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

Exhibit J

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EXHIBIT K – Redesigned PAP

CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest Corporation dba CenturyLink QC (“CenturyLink QC”) and CLEC voluntarily agree to the terms of the following Performance Assurance Plan (“PAP” or “Plan”), prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region, interLATA service and as subsequently modified in accordance with the orders issued by the state commission (“Commission”) with statutory authority over telecommunications.

2.0 Plan Structure

2.1 The PAP is a remedy payment and performance-monitoring plan. CenturyLink QC shall be subject to self-executing payments to CLEC for submeasurements, that are designated as “payment eligible” in Section 3.0 and that have parity or benchmark standards, as identified in Interconnection Agreement Exhibit B (Performance Indicator Definitions or “PIDs”), which generate payments (described in Sections 7.0 and 8.0). For measurements and submeasurements (PIDs) that are designated as “diagnostic” in Section 3.0, CenturyLink QC will report their performance results for monitoring purposes.

3.0 Performance Measurements

3.1 Payment-Eligible PIDs and Submeasurements. The performance measurements and submeasurements that are eligible to trigger payments under the PAP and are thus subject to the PAP payment mechanisms are the following:

3.1.1 Payment-Eligible PIDs:

- PO-5 Firm Order Confirmations (FOCs) on Time
- OP-3 Installation Commitments Met
- OP-4 Installation Interval
- OP-5 New Service Installation Quality
- OP-8 Number Portability Timeliness
- MR-5 All Troubles Cleared w/in 4 Hours
- MR-6 Mean Time to Restore
- MR-7 Repair Repeat Report Rate
- MR-8 Trouble Rate

3.1.2 Payment-Eligible Submeasurements (Products or Services):

- EEL DS1
- LIS Trunks
- 2-Wire Non-Loaded Loops
- Analog Loops
- DS1 Loops
- Sub-Loops

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CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

- xDSL Loops
- ADSL Loops
- Residential Resale
- LNP

3.2 Performance Standards. There are two types of standards, “parity” and “benchmark.”

3.2.1 Parity standards apply statistical and other related calculations defined in Sections 4.0 through 8.0 to determine whether reported performance results meet parity standards or trigger payments.

3.2.2 Benchmark standards do not apply statistical methodologies, but instead apply a “stare and compare” approach and other calculations defined in Sections 4.0 through 8.0 to determine whether the reported performance results meet benchmarks or trigger payments.

3.2.3 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any benchmark or non-interval parity performance sub-measure, CenturyLink QC shall apply one allowable miss to a sub-measure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

3.3 Diagnostic PIDs.

- GA-1 Gateway Availability – LSR (includes former GA-8)
- GA-3 Gateway Availability – Repair (includes former GA-6)
- GA-4 Gateway Availability – ASR
- GA-7 Timely Outage Resolution – Software
- PO-1 Pre-Order / Order Response Times
- PO-2 Electronic Flow Through
- PO-3 LSR Rejection Notice Interval
- PO-9 Timely Jeopardy Notices
- OP-15 Interval for Orders Delayed Past Due Date
- MR-11 LNP Trouble Reports Cleared
- MR-9 Repair Appointments Met
- BI-2 Invoices Delivered within 10 days
- BI-3 Billing Accuracy – Adjustments for Errors
- BI-4 Billing Completeness
- DB-1b Time to Update Databases – LIDB
- DB-1c Time to Update Databases – Listings
- NI-1 Trunk Blocking

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- CP-2 Collocations Completed

EXHIBIT K – Redesigned PAP

CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

4.0 Statistical Methodology

4.1 For all submeasurements with benchmark standards (“benchmark submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing performance levels reported for submeasurements against benchmarks established in the PIDs on a “stare-and-compare” basis (i.e., with no additional statistical methodology applied).

4.2 For all submeasurements with parity standards (“parity submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing statistical z-scores associated with performance levels reported for submeasurements against statistical critical values as defined in Section 5.0. The calculation of z-scores will be based on a statistical test, called the “modified z-test,” as defined in Section 4.4 below, to determine whether a parity condition exists between the results for CenturyLink QC and for CLEC.

4.3 For the purpose of this Section, the CenturyLink QC results will be the CenturyLink QC monthly retail results as specified in the PIDs.

4.4 The modified z-test shall be applicable if the CLEC sample size is greater than 30 for a given submeasurement. The formula for determining parity using the z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{CenturyLink QC}} - M_{\text{CLEC}}$$

$$M_{\text{CenturyLink QC}} = \text{CenturyLink QC average or proportion}$$

$$M_{\text{CLEC}} = \text{CLEC average or proportion}$$

$$\sigma_{\text{DIFF}} = \text{square root } [\sigma^2_{\text{CenturyLink QC}} (1/n_{\text{CLEC}} + 1/n_{\text{CenturyLink QC}})]$$

$$\sigma^2_{\text{CenturyLink QC}} = \text{Calculated variance for CenturyLink QC}$$

$$n_{\text{CenturyLink QC}} = \text{number of observations or samples used in CenturyLink QC submeasurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC submeasurement}$$

In calculating the difference between CenturyLink QC and CLEC performance, the above formula applies when a larger CenturyLink QC value indicates a better level of performance. In cases where a smaller CenturyLink QC value indicates a higher level of

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CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

performance, the order is reversed, *i.e.*, $M_{\text{CLEC}} - M_{\text{CenturyLink QC}}$.

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4.5 For parity submeasurements for which the number of data points is less than or equal to 30, CenturyLink QC will apply a permutation test to determine statistical significance. For such parity submeasurements reported as percentages, where the number of data points is less than or equal to 30, CenturyLink QC will apply an exact proportions test (a form of permutation testing that applies to metrics reported as percentages).

The permutation test for metrics reported as intervals will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the z statistic for the actual arrangement of the data.
- Pool and mix the CLEC and CenturyLink QC data sets.
- Perform the following 1000 times:
 - Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, which is equal to the size of the original CenturyLink QC data set or $n_{\text{CenturyLink QC}}$.
 - Compute and store the z-test score (Z_S) for this sample.
- Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.
- Compute the fraction (p-value) of permutations for which the z statistic for the rearranged data is greater than the z statistic for the actual samples.

The exact proportions permutation test for metrics reported as percentages will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the combined (CLEC and Retail) percentage result for the metric.
- Identify the possible configurations of Retail metric results and CLEC metric results that could exist in the actual data and yield more extreme differences between CLEC and Retail results, while still yielding the same combined CLEC-Retail result.
- For each such configuration of results that yields a more extreme difference than seen in the actual reported results, calculate the probability of observing that more-extreme result, given the actual combined result.
- Calculate the sum of the probabilities of the more-extreme data configurations. This sum constitutes the p-value that represents the total probability of observing a more extreme difference between CLEC and Retail results than seen in the actual data.

If the resulting p-value is greater than α (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05, except as specified elsewhere herein. For individual month testing for performance measurements involving LIS trunks and DS-1s that are Unbundled Loops (performance measurements:

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CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

OP-3D/E, OP-4D/E, OP-5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10,

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alpha = 0 .15. When submeasurements disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value for any submeasurements when the CLEC sample size is greater than 30. It is based on the monthly business volume of the CLEC for the particular performance submeasurements for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	Critical Z-Value
31-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

5.2 When the CLEC sample size is greater than 30, CenturyLink QC’s performance to a CLEC for a relevant parity submeasurement will be considered to be “in parity” in a month when the z-score calculated pursuant to Section 4.4 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1, except as allowed in Section 3.2.3.

6.0 Non-Conformance Definitions and Payment

6.1 Each month’s reported performance results for payment-eligible submeasurements will be evaluated to determine whether established standards (benchmark or parity) have not been met.

6.2 Based on the evaluation completed pursuant to Section 6.1 above for the current and prior two months, levels of non-conformance will be determined according to the following definitions, for a given submeasurement:

- **Level 3** Non-Conformance exists for any month in which CenturyLink QC fails to meet the established standard to the extent defined for a Level 3 non-conformance in Section 6.3, Table 2, below.
- **Level 2** Non-Conformance exists for any month, in which a Level 3 non-conformance is not found, that fails to meet the established standard for two consecutive months, each to the extent defined for Level 2 in Section 6.3, Table 2, below.
- **Level 1** Non-Conformance exists for any month, in which a Level 2 or Level 3 non-conformance is not found, that fails to meet the established standard for

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three or more consecutive months, each to the extent defined for Level 1 or Level 2 in Section 6.3, Table 2, below.

6.3 Levels 1, 2, and 3 non-conformance are determined according to the difference (“D_P” or “D_B”, as defined in Table 2 and as calculated in 6.3.1 below) between the reported submeasurement performance level provided to CLEC and the established standard.

TABLE 2

PARITY STANDARDS	
Difference from Standard	Level
$0 < D_P < 0.5$	Level 1
$0.5 \leq D_P < 2$	Level 2
$ D_P \geq 2$	Level 3
BENCHMARKS as PROPORTIONS	
Difference from Standard	Level
$0 < D_B < 5$	Level 1
$5 \leq D_B < 15$	Level 2
$D_B \geq 15$	Level 3
BENCHMARKS as MEANS or AVERAGES	
Difference from Standard	Level
$0 < D_B < 25$	Level 1
$25 \leq D_B < 50$	Level 2
$D_B \geq 50$	Level 3

6.3.1 The difference, “D_P” or “D_B,” is calculated as follows for a given submeasurement:

For PIDs with Parity Standards, and given Z^T (the z-score as calculated per Section 4.0):

$$D_P = \frac{R - C}{S}$$

where **R** is CenturyLink QC’s performance level (mean, proportion, or rate) provided for the retail comparative product or service; **C** is CenturyLink QC’s performance level delivered to CLEC; and **S** is the calculated statistical standard deviation corresponding to Z^T calculated for this comparison (and **S** is the same as “σ_{CenturyLink QC},” as found in Section 4.4 above). Thus, D_P

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reflects the difference between CenturyLink QC and CLEC performance

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levels, in terms of the number of standard deviations (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

This calculation assumes that higher values of *R* and *C* mean better service (“higher is better”). For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, where higher is better, the numerator should be positive when the performance delivered to CLEC is worse than the performance provided for the retail comparative.

For PIDs with Benchmark Standards:

$$D_B = \frac{C - B}{B}$$

where *C* is CenturyLink QC’s performance level (mean, proportion, or rate) delivered to CLEC, and *B* is the benchmark value established for the submeasurement in the PIDs.

This calculation assumes that higher values of *C* and *B* mean better service. For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, the numerator should be positive when the performance levels delivered to CLEC are worse than the benchmark. Thus, *D_B* reflects the difference between CenturyLink QC and CLEC performance levels, in terms of the number of benchmark increments (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

6.3.2 The allowances set forth in Section 3.2.3 shall apply, such that submeasurements that qualify for those allowances shall be considered to be conforming to PAP and PID standards.

6.4 Payments to CLEC are triggered only when the reported submeasurement performance level for the month being evaluated has failed to meet its established benchmark or parity standard and is non-conforming at one of the three levels defined in Section 6.2 above. The calculation methodology for payments thus triggered is set forth in Section 7.0 below.

6.5 For all parity submeasurements with sample sizes less than or equal to 30, CenturyLink QC shall calculate and report payments based upon the permutation test or the exact proportions test as set out in Section 4.5.

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6.6 CenturyLink QC’s performance to a CLEC for a given submeasurement will be considered to be conforming with PAP and PID standards in any month where the CLEC performance result is “better” than or equal to the benchmark or retail comparative performance result as defined in Sections 6.1, after applying allowances, if any, under 3.2.3.

6.7 Where the CLEC performance is “worse” than the retail comparative performance result, parity submeasurements shall rely on the statistical methodology set forth in Sections 4.0 and 5.0 of this Plan, to determine whether the comparison of CLEC and retail comparative constitutes statistical parity.

7.0 Calculation of Payments to CLEC

7.1 Payments to CLEC under the PAP are to be made on a per-occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which CenturyLink QC is required to make payments to CLEC.

For percentage submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of (CLEC result – standard result)
multiplied by CLEC volume.

For interval submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result – standard result)
divided by the standard result), which is then multiplied by CLEC volume.

7.1.1 Standard Result Applicable from January 1, 2014 forward:

7.1.1.1 For a benchmark submeasurement, the “standard result” used in the above formulas is the benchmark set forth in the PIDs.

7.1.1.2 For a parity submeasurement, the “standard result” is a calculation of the performance result (average, mean, or percentage, as applicable) that would yield the critical value set forth in Section 5.0.

7.1.2 Standard Result Applicable from July 1, 2013 through December 31, 2013 *(after which this section 7.1.2 expires and may be removed from PAP)*: For the above formulas, for payment-eligible parity submeasurements, the “standard result” used in the above formulas is the average of the prior six months’ retail performance adjusted by the relevant variance factor in Appendix A, Section A-6.1, Table A-2. For submeasurements with a benchmark, the standard is the benchmark.

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7.2 For interval submeasurements, the number of occurrences shall not exceed the CLEC volume for the particular submeasurement.

7.3 If CenturyLink QC’s performance levels delivered to CLEC falls into one of the non-conformance levels defined in Section 6.0 for a payment-eligible submeasurement, CenturyLink QC shall make a per occurrence payment to CLEC as specified in Table 3 below, subject to further modification by escalation payment increments as set forth in Section 8.0. That payment shall be calculated according to the following formula:

Payment = (Applicable per-occurrence payment amount from Table 3 or from Table 4 if applicable) x (number of CLEC Occurrences)

TABLE 3: BASE PER OCCURRENCE PAYMENT INCREMENTS

Non-Conformance Level	Per-Occurrence Payment Increments	
	Colorado & Minnesota	Other States
Level 1	\$225.00	\$150.00
Level 2	\$337.50	\$225.00
Level 3	\$450.00	\$300.00

8.0 Calculation of Escalation Payments

8.1 CenturyLink QC’s non-conforming performance for payment-eligible submeasurements shall be subject to escalating per occurrence payments pursuant to Table 4 below.

8.2 Payments for continuous months of non-conforming performance (as defined in Section 6.0) for a particular submeasurement will be made on a per occurrence basis (as defined in Section 7.0) using the dollar amounts specified in Table 4. The dollar amounts escalate depending upon the number of consecutive months for which CenturyLink QC has had non-conforming performance. The dollar amounts specified in Table 4 indicate the total amounts applicable per occurrence for each month with the base or “Month 1” per-occurrence payment increments being those specified in Table 3 of Section 7.0. Payment escalation is capped at Month 12, such that, for continuing non-conformance in Months 13 and beyond, consecutively, the payment amount remains at the level that would apply for Month 12 in accordance with Table 4.

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8.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if CenturyLink QC has four consecutive months at *any* of the three non-conformance levels, it will make payments that escalate from Month 1 to Month 4 as shown in Table 4. If, in the next month (Month 5), service meets the standard, CenturyLink QC makes no payment. A payment “indicator” de-escalates down from Month 4 to Month 3. If CenturyLink QC service is non-conforming in the following month (Month 6), it will make payment at the Month 3 level of Table 4, because that is where the payment “indicator” moved in Month 5. If CenturyLink QC misses again the following month (Month 7), it will make payments at the Month 4 level. If CenturyLink QC’s performance then meets the applicable standard for Months 8, 9 and 10, the payment level will de-escalate to the Month 1 level. The non-conformance level of the current month’s performance, coupled with the escalation month number, determines the payment increment to be used from Table 4.

TABLE 4: PER-OCCURRENCE PAYMENTS TO CLEC--WITH ESCALATION

Per Occurrence	Consecutive Months of Non-conforming Performance at Any Level				
Measurement Group	Month 1	Month 2	Month 3	Month 4	Each following month after Month 4 add
Colorado and Minnesota					
Level 1	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
Level 2	\$337.50	\$362.50	\$612.50	\$712.50	\$100.00
Level 3	\$450.00	\$475.00	\$725.00	\$825.00	\$100.00
Other States					
Level 1	\$150.00	\$175.00	\$350.00	\$450.00	\$100.00
Level 2	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
Level 3	\$300.00	\$325.00	\$650.00	\$750.00	\$100.00

8.3 All of the payments (100%) shall be made only to those CLECs that have opted into the PAP.

9.0 The Special Fund *[Applicable only in Colorado, Iowa, and Wyoming, which have a PAP Special Fund]*

9.1 Earlier instances of the PAP established the Special Fund, which contained payments generated by the former Tier 2 provisions of the PAP. CenturyLink QC shall keep the remaining balance of Special Fund moneys in an interest-accruing bank account.

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9.2 Potential uses for this fund include: paying a technical advisor for the Commission’s PAP Revision process; and, if the Commission so decides, paying for additional audits of CenturyLink QC’s performance measurement and reporting, and paying other administrative expenses.

9.3 Upon implementation of the PAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit CenturyLink QC directly.

10.0 Cap on Total Annual Payments

10.1 There shall be an annual cap on payments for performance under the PAP as follows:

•	Arizona	\$67 million
•	Colorado	\$100 million
•	Idaho	\$40 million
•	Iowa	\$36 million
•	Minnesota	\$100 million
•	Montana	\$22 million
•	Nebraska	\$25 million
•	New Mexico	\$39 million
•	North Dakota	\$13 million
•	South Dakota	\$10 million
•	Utah	\$52 million
•	Oregon	\$48 million
•	Washington	\$79 million
•	Wyoming	\$18 million

10.2 The following shall not count toward the annual cap: any penalties imposed by the Commission; any penalties imposed directly by the PAP for failure to report, failure to report timely, or failure to report accurately; any liquidated damages under another Interconnection Agreement; any interest payments; and any damages in an associated action.

10.3 If CenturyLink QC payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3 of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request CenturyLink QC to explain the non-conforming performance and show that it did not result from CenturyLink QC’s failure to avoid reasonably foreseeable risks.

11.0 Timing and Form of Payment

11.1 All payments to CLEC shall be made on the last business day of the month following the due date of the performance measurement report for the month for which payment is being made.

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11.1.1 Notwithstanding Section 11.1, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall compare for payment purposes the MR-8 calculated payment amount with the sum of the OP-5 and MR-7 calculated payment amounts, for the same performance data month, to determine whether the MR-8 payment amount or the combined OP-5 and MR-7 payment amount is the larger amount. In the event the two amounts are the same, the MR-8 payment amount will be considered to be the larger payment amount. Based on determination of the larger payment amount, CenturyLink QC shall pay either the MR-8 payment amount or both the OP-5 and MR-7 payment amounts. However, since the performance results for OP-5 and MR-7 are available one month later than the MR-8 performance results for the same performance data month, the applicable payments shall be made on the last business day of the month following the due date of the performance report for OP-5 and MR-7, except as allowed in Section 11.5.

11.2 All payments shall be by credits to CLEC bills. CenturyLink QC shall be allowed, after obtaining the individual agreement of CLEC, to make such payments through the use of electronic fund transfers to CLEC. However, once CenturyLink QC and CLEC agree on a method of payment (e.g., wire transfer or check), CenturyLink QC shall not change the method of payment without the permission of CLEC. CenturyLink QC shall be able to offset payments to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

11.3 CenturyLink QC shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

11.3.1 Notwithstanding Section 11.3, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall provide the MR-8 monthly payment information at the same time that the payment information for OP-5 and MR-7 for the same performance data month is due, to allow for the applicable payment determinations for MR-8, OP-5, and MR-7 as stated in Section 11.1.1 above, except as allowed in Section 11.5.

11.4 In the case of late payments and underpayments, CenturyLink QC shall pay interest to CLEC calculated at the current Commission-prescribed customer deposit rate on the amount in question (*i.e., as of May 24, 2013, for Arizona, Colorado, Idaho, Minnesota, New Mexico, North Dakota, Oregon, Washington, and Wyoming*) or, in the absence of a current Commission-prescribed customer deposit rate (*i.e., as of May 24, 2013 for Iowa, Montana, Nebraska, South Dakota, and Utah*), at the U.S. Treasury rate in place at the beginning of the current calendar year. Should CenturyLink QC demonstrate to the relevant CLEC that it overpaid, it shall be able to deduct from future payments in any state in which CLEC has opted into a CenturyLink QC PAP any past overpayment, along with interest calculated at the aforementioned rate for the amount in question.

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11.5 CenturyLink QC may petition the Commission for credits to PAP payments for the recovery of prior PAP payments made, which have been determined to be unnecessary and unjustified by the Commission. Any such request shall only seek recovery of payments made within the prior twelve consecutive months from the date of the petition.

12.0 Reporting

12.1 CenturyLink QC will provide the Commission and CLECs opting into the PAP with a monthly report of CenturyLink QC's performance for the payment-eligible PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month's information. CenturyLink QC will collect, analyze, and report performance data for these PID measurements. CenturyLink QC will store such data in easy-to-access electronic form for one year after they have been produced and for an additional two years in an archived format. Any failure to follow these requirements shall be treated as a violation of the PAP integrity requirements discussed in Section 16.4.

12.2 On or before the last business day of each month following the relevant performance or payment period, CenturyLink QC shall post the individual CLEC monthly performance (for payment-eligible and diagnostic PIDs) and payment reports (for payment-eligible PIDs) to a secure part of the PAP website and the aggregate state performance and payment reports to the public part of the PAP website. In addition, CenturyLink QC must officially file with the Commission, one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests hard copies of its individual reports, CenturyLink QC should make those hard copies available at no cost to CLEC.

12.3 In the case of late reporting, CenturyLink QC shall make a payment to the state general fund or the equivalent (as directed by the Commission) of \$500 per calendar day for each day the report is late. This amount represents the total payment for missing a reporting deadline, rather than a payment per report and does not count against the cap described in Section 10.1. This payment shall begin on the report due date and continue until the report is actually distributed.

12.4 If any inaccurate reporting is revealed by an audit, CenturyLink QC shall make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of 25% of the amount due as a result of the underpayment.

12.5 In addition to the Section 12.4 payment, if as a result of an inaccurate report, any bill over \$25,000 is adjusted upwards by 25% or more, CenturyLink QC shall also incur a late reporting payment as set forth in Section 12.3. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

12.6 If a discrepancy is revealed solely by CenturyLink QC, and CenturyLink QC self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall

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be assessed. If CenturyLink QC self-corrects the erroneous reports before an audit on the relevant measurements in question begins but after the relevant payment is made, it shall

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be responsible for paying the additional amount owed due to the non-conforming performance as well as interest on this amount at the rate set forth in Section 11.4.

12.7 If a discrepancy is revealed by a CenturyLink QC-CLEC data reconciliation process or any other inquiry, CenturyLink QC shall pay the additional amount owed as well as interest on any late additional amount at the rate set forth in Section 11.4.

12.8 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upwards three months in a row, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit (see Section 13.7) for that third month and for each consecutive month that the CLEC reveals additional payments via data reconciliation.

12.9 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upward five times in a calendar year, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit for that fifth month and for all other months in that calendar year that the CLEC reveals additional payments via data reconciliation.

13.0 Audits of Performance Results

13.1 CenturyLink QC shall carefully document any and all changes that CenturyLink QC makes to the Performance Measurement and Reporting System. A summary of this change log shall be displayed on a public website dedicated to PAPs. Details shall be made available in a timely manner upon request. The Performance Measurement and Reporting System is defined to include at least: elements of CenturyLink QC's Regulatory Reporting System that constitute the data collection programs (*i.e.*, the software code used by CenturyLink QC to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (*e.g.*, USOC tables, wire center tables, *etc.*, used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval.

13.2 CenturyLink QC shall be allowed to change management processes that improve accuracy or that improve efficiency without sacrificing accuracy of submeasurement results. These changes are at CenturyLink QC's discretion, but also may be subject to other requirements, as applicable, that address change management in the Interconnection Agreement. Omitted or inaccurate changes shall result in CenturyLink QC being required to pay a \$2,500 fine, plus interest at the rate set forth in Section 11.4, accrued from the time the change took effect. The payment of this fine shall go to the state general fund or equivalent (as directed by the Commission), and such payment does not count against the annual cap described in Section 10.1.

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When making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach, CenturyLink QC shall record the change to the change log and notify CLECs that have interconnection agreements opting into the PAP.

13.3 As part of the data reconciliation process (see Section 13.4 below), CLEC shall have the right to request access to the raw, excluded data and business rules or other basis relied upon by CenturyLink QC to exclude the data from the most recent month's report. The records and data must be turned over, in a mutually-agreeable format within two weeks of the request.

13.4 CLEC may request a mini-audit of the performance measurement results covering CenturyLink QC's performance to CLEC for any payment-eligible and diagnostic submeasurements. However, a CLEC will not be allowed to commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with CenturyLink QC to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to CenturyLink QC's to demonstrate the areas in which CenturyLink QC allegedly erred, and (2) CenturyLink QC and CLEC are unable to reach agreement about any alleged discrepancy through the CenturyLink QC-CLEC data reconciliation process. CenturyLink QC must provide the necessary expertise and work in good faith to attempt to answer CLEC concerns. CenturyLink QC's experts must be available for requested meetings to take place within 10 business days of the CLEC request, but CenturyLink QC may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

13.5 Upon CLEC request, data files of the CLEC raw data, or any subset thereof, and business rules or other basis used to generate the reports as part of the data reconciliation process will be transmitted, without charge, to CLEC, within two weeks of the request, in a mutually acceptable format, protocol, and transmission medium.

13.6 The scope of the mini-audit allowed under this PAP is limited to the relevant payment-eligible and diagnostic submeasurements that were the subject of and determined to be suspect, through the CenturyLink QC-CLEC data reconciliation process.

13.7 The mini-audit shall be conducted by a qualified independent Auditor (i.e., an auditor that has experience with multiple, prior performance measurement audits in the telecommunications industry) selected by CenturyLink QC and agreed upon by CLEC. CLEC shall pay the Auditor's fees and expenses, and CLEC and CenturyLink QC shall bear their own costs. If a mini-audit identifies a non-conformance that materially affects the results (material being defined as a deficiency that requires an additional payment of at least 10% more than the total amount paid on the submeasurements examined by the mini-audit) by CenturyLink QC, CenturyLink QC shall pay the Auditor's fees and expenses. In addition, CenturyLink QC shall resolve the identified problems and shall pay any applicable

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payments under the late payment provisions. CenturyLink QC shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If

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the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request CenturyLink QC-CLEC data reconciliation during that time.

13.8 If CLEC proves to the Commission via the dispute resolution process that CenturyLink QC did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Commission can shift the Auditor’s fees and expenses to CenturyLink QC, and the six-month moratorium on mini-audits shall then be waived.

13.9 *[Applicable to Colorado, Iowa, and Wyoming only, to the extent the Special Fund has a sufficient remaining balance]* The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in CenturyLink QC’s performance reporting, CenturyLink QC shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

14.0 Waiver of Payments

14.1 CenturyLink QC may seek a waiver of the obligation to make payments pursuant to this PAP by seeking an exception on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards and parity submeasurements).
- (2) A work stoppage (as to benchmark standards and parity submeasurements).
- (3) An act or omission by CLEC that is in bad faith and designed to “game” the payment process; or
- (4) A material failure by CLEC to follow the applicable business rules.

14.2 Such waiver will be sought by CenturyLink QC by petitioning the Commission and providing notice to all CLECs operating in the state.

14.2.1 Prior to petitioning the Commission for a waiver, CenturyLink QC shall provide notice to all affected CLECs and Commission Staff of its intent to seek such waiver.

14.2.2 Within ten days of such notice, CLEC(s) must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. Within twenty days of such notice, Commission Staff must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. If CLEC opposes such request, prior to seeking Commission approval, CenturyLink QC and

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CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues.

14.2.3 After receipt of the responses and use of the dispute resolution process, if necessary, under Section 14.2.2, CenturyLink QC may file a petition with the Commission requesting a waiver. CenturyLink QC may indicate in its petition its understanding of the extent of opposition to its request based on the responses provided under Section 14.2.2 and/or the outcome of the dispute resolution process. Any waiver request must contain an explanation of the circumstances that justify the waiver, and any and all relevant documentation relied upon to support the request. To establish that the circumstances warrant granting of a requested waiver, CenturyLink QC must show the existence of those circumstances by a preponderance of the evidence. For any such action, CenturyLink QC shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved.

15.0 Limitations

15.1 CenturyLink QC’s agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance. CLEC may not use (1) the existence of this enforcement plan or (2) CenturyLink QC’s current, former Tier 1, or former Tier 2 payments as evidence that CenturyLink QC has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. CenturyLink QC’s conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that CenturyLink QC’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude CenturyLink QC from introducing evidence of any payments under these provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether CenturyLink QC has met, or continues to meet, the requirements of Section 271 of the Act.

15.2 This PAP contains a comprehensive set of performance submeasurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, into its interconnection agreement with CenturyLink QC in lieu of other alternative standards or relief, except as stated in Sections 15.3, 15.4, and 15.5.

15.2.1 Subsequent changes to the PAP approved by the Commission will be incorporated into individual interconnection agreements that contain the PAP as soon as the effective date of the Commission order, and without further Amendment to those Agreements.

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15.3 In electing the PAP in states in which there exist wholesale service quality rules, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this PAP shall constitute an “agreement of the parties” to opt out of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the PAP. The PAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

15.4 Payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the PAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 16.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this PAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC’s contract action relates to an area of performance not addressed by the PAP, no such procedural requirement shall apply.

15.5 If for any reason CLEC agreeing to this PAP is awarded compensation for the same harm for which it received payments under the PAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not CenturyLink QC in its discretion, can judge what amount, if any, of PAP payments should be offset from any judgment for a CLEC in a related action.

15.6 The Commission shall have the right to modify this plan in accordance with Section 17.0.

16.0 Dispute Resolution Process

16.1 The dispute resolution process specified in this PAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the PAP.

16.2 The Commission may decide issues arising from for-cause audits and root-cause analyses.

16.2.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a

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representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

16.2.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought to the Commission.

16.3 The dispute resolution process envisioned by the PAP provides a means of resolving issues raised by the PAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be established in other Interconnection Agreements, except it applies exclusively to the PAP.

16.4 The PAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President – Vice President level at least two weeks before a dispute is submitted to the Commission. As part of its request for dispute resolution, the party making the request ("complainant") must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

16.5 In all actions before the Commission, the losing party shall pay all relevant attorney's fees and costs – including monies spent to prove that the problem exists – as determined by the Commission.

17.0 Effective Date, Change Provisions and Termination

17.1 The effective date of the current PAP is July 1, 2013, the date on which the Commission adopts its decision in an order approving it, or the effective date of CLEC opting into the PAP in its ICA, whichever date is later.

17.2 If CenturyLink QC or CLEC wishes to modify a PID or a PAP provision, the change must be approved by the Commission. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues. Either CenturyLink or CLEC may submit its proposed modification(s) to the Commission for approval. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties

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or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.2.1 Any party may submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP. Prior to making such request to the Commission, the party shall provide notice to all affected parties and Commission Staff of its intent to make such request. If the requested removal is contested, CenturyLink QC and CLEC will pursue the dispute resolution procedures of Section 16.0 before seeking a Commission decision on the matter.

17.2.2 If CenturyLink QC or CLEC wishes to submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP, the removal must be approved by the Commission. The root cause analysis shall address, at a minimum, whether there is evidence of no harm, the same harm as covered by other PID submeasurements, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or submeasurement being analyzed. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.3 If any agreements on adding, modifying or deleting performance measurements or PAP provisions are reached between CenturyLink QC and CLECs, or if the Commission approves changes to the PAP after notice and hearing, those additions, deletions, or modifications shall be incorporated into the PAP and modify the agreement between CLECs and CenturyLink QC at any time those agreements are submitted to the Commission.

17.4 Neither CenturyLink QC nor any CenturyLink affiliate or successor will initiate or support any action or proceeding before April 1, 2016 that seeks to eliminate any PAP in any CenturyLink QC former RBOC state.

18.0 Voluntary Performance Assurance Plan

18.1 This PAP represents CenturyLink QC's voluntary offer to provide performance assurance.