

- 51.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from CenturyLink, subject to Section 53.5.3. Upon request, CenturyLink will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from CenturyLink subject to Section 42. CLEC will compensate CenturyLink the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. CenturyLink will not ratchet price individual components; that is, CenturyLink will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

52. LINE SPLITTING

52.1. Line Splitting

- 52.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.
- 52.1.2. Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.
- 52.1.3. CenturyLink shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.
- 52.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, CenturyLink will bill the other carrier for the Line Splitting charges.

53. UNE COMBINATIONS

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

53.2. General Terms and Conditions

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

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

53.4. Specific Combinations and Pricing

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

53.5. CenturyLink Offers the Following Combinations of Network Elements

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

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

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

- (a) Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

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

53.5.3. EEL Eligibility Criteria

- (a) CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
- (b) The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - (i) Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to twenty-eight (28) local voice numbers assigned to it;
 - (iii) Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
 - (iv) Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:
 - (A) a collocation established pursuant to §251(c)(6) of the Act and located at CenturyLink's premises within the same LATA as the CLEC's customer's premises, when CenturyLink is not the collocater; or
 - (B) a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when CenturyLink is the collocater.
 - (v) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to

transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with CenturyLink for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

- (vi) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- (c) CenturyLink has the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. CenturyLink will hire and pay for an independent auditor to perform the audit. CLEC will reimburse CenturyLink if the audit report concludes that CLEC failed to materially comply with the service eligibility criteria. CenturyLink may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to CenturyLink's audit rights in Part B of this Agreement.

54. MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK

54.1. Modifications to Unbundled Loop

- 54.1.1. CenturyLink will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. CenturyLink will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate CenturyLink for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or CenturyLink will provide a price quote via the ICB process.
 - (a) In the case of unbundled loop facilities, a routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that CenturyLink ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

54.2. Modifications to Dedicated Transport

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

CenturyLink will provide routine network modifications at the rates on Table One or CenturyLink will provide a price quote via the ICB process.

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

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

PART F – INTERCONNECTION

55. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

55.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

55.1.1. With respect to any new trunking arrangements that are established after the Effective Date of this Agreement, the Parties agree to use and shall make available to each other bi-directional trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic, subject to any engineering, billing or other constraints.

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

(a) The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").

(b) The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements. CLEC agrees that the trunks which shall be converted will include end office two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services which subtend a tandem and will also include tandem two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services.

(c) In addition to applicable tariff/contract rates, CLEC agrees to pay the conversion charges listed in Table 1 to compensate CenturyLink for the labor involved in the conversion.

55.1.3. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

55.1.4. The Parties will make available to each other separate two-way trunks for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

55.1.5. Separate trunks must be utilized for connecting CLEC's switch to each 911/E911 tandem.

55.2. Direct Interconnection Requirements

55.2.1. Point of Interconnection. CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on CenturyLink's network. In addition, CLEC shall establish additional POIs under the following circumstances:

(a) To the extent CenturyLink's network contains multiple tandems in the LATA, CLEC must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with CenturyLink.

- (b) CLEC must establish a POI at a CenturyLink end office when total traffic volumes exchanged between the Parties at that particular CenturyLink end office exceeds a DS1 equivalent.
 - (c) CLEC must establish a POI at any CenturyLink end office that subtends a non-CenturyLink tandem.
- 55.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. CenturyLink will be responsible for engineering and maintaining its network on its side of the POI. Each Party is financially responsible for transport on its side of the POI. If the CLEC chooses to lease the facility from the POI to the CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, the CLEC will lease the facility from CenturyLink's access tariff. The rates, terms and conditions associated with the tariff service CLEC orders will apply.
- 55.2.3. Each Party is financially responsible for transporting its originated traffic to the POI.
- 55.2.4. The Parties may interconnect at a mid-span meet subject to the following terms, conditions and provisions:
 - (a) The mid-span meet point, as proposed, must be technically feasible and shall be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span meet point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.
 - (b) The mid-span meet point must be within or at CenturyLink's exchange boundary.
 - (c) The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.
 - (d) CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the parties, or to CenturyLink's exchange boundary, whichever is less. Such facilities shall consist only of any new construction needed to extend each Party's existing network to the mid-span meet point and any construction and equipment which is needed at the mid-span meet point itself.
 - (e) CenturyLink will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan.
 - (f) The location, equipment and work needed to establish the mid-span meet point shall be subject to mutual agreement of the Parties.
- 55.2.5. If third party (*i.e.*, Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be deemed to be located at the CenturyLink office in which the third party's leased circuit terminates.
- 55.2.6. If CLEC chooses to interconnect with CenturyLink using a meet-point arrangement (*i.e.*, facilities jointly provisioned by CenturyLink and a third party LEC), CLEC will order those facilities that are wholly within CenturyLink's serving territory from CenturyLink's access tariff.
- 55.2.7. The CLEC shall be required to establish a CLLI Code for the message/switch ACTL at the CenturyLink wire center where the interconnection circuit terminates.

55.3. Technical Requirements for Interconnection

55.3.1. Interconnection at the CenturyLink Tandem

- (a) Interconnection to CenturyLink Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the CenturyLink end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
- (b) Interconnection to a CenturyLink Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- (c) Where a CenturyLink Tandem Switch also provides End-Office Switch functions, interconnection to a CenturyLink tandem serving that exchange will also provide CLEC access to CenturyLink's end offices.
- (d) The CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.

55.3.2. Interconnection at the CenturyLink End Office

- (a) Interconnection to CenturyLink End Office Switch will provide CLEC local interconnection for local service purposes to the CenturyLink NXX codes served by that end office and any CenturyLink NXXs served by remotes that subtend those End Offices.
- (b) The CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.

56. INTERCARRIER COMPENSATION

56.1. Compensation for Local Traffic Transport and Termination

56.1.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

- (a) In a mid-span meet arrangement, when calls from CLEC are terminating on CenturyLink's network through the CenturyLink Tandem Switch, CLEC will pay CenturyLink a charge for Tandem Switching, common transport to the end office, and end-office termination.
- (b) When the POI is at the CenturyLink Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
- (c) Charges billed to CenturyLink by CLEC for the transport and termination of Local Traffic will be equal to those that CenturyLink assesses the CLEC for the same services. Where CLEC is interconnected at a CenturyLink tandem and CenturyLink delivers its traffic to CLEC directly from an end office, CenturyLink shall pay CLEC end office termination. Where CLEC is interconnected at a CenturyLink tandem and CenturyLink delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the CenturyLink tandem, CenturyLink shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the CenturyLink tandem, CenturyLink shall pay CLEC end-office termination.
- (d) To validate the geographic area CLEC must provide documentation

supporting the following:

- (i) that CLEC's switch serves a geographic area that is roughly the same size as the area served by the CenturyLink Tandem Switch;
 - (ii) that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,
 - (iii) that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.
- (e) Where direct end office trunks are established, for CLEC-originated calls, CLEC shall pay CenturyLink end-office termination. For CenturyLink originated traffic terminating to CLEC at that end office, CenturyLink shall pay for end-office termination. CLEC shall also pay shared transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink End Office Switch where the direct end office trunks are located.
- 56.2. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:
- 56.2.1 Bill and Keep is only applicable if terminating traffic between the Parties is balanced within ten percent (10%).
 - 56.2.2 Bill and Keep is limited to Local Traffic only.
 - 56.2.3 Bill and Keep applies to traffic between a CLEC End Office and a CenturyLink Tandem or End Office and is limited to twenty-four (24) DSO trunks (one-way from CLEC to CenturyLink).
 - 56.2.4 Traffic Studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.
 - 56.2.5 Either Party can cancel the Bill and Keep compensation arrangement when traffic volumes require the installation of more than twenty-four (24) one-way trunks or when the usage is out of balance by more than ten percent (10%), i.e., outside of 45% – 55% range. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.
 - 56.2.6 If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting charges to be assessed by each Part for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.
 - 56.2.7 Bill and Keep does not apply to local traffic originated by the CLEC, transiting CenturyLink's network, and terminated by a third party in which case applicable transit charges will apply. CenturyLink will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.

- 56.2.8 ISP-Bound Traffic will be exchanged on a "Bill and Keep" basis. Under Bill and Keep, each Party retains the revenues it receives from end user customer, and neither Party pays the other Party for terminating the ISP-Bound Traffic.
- 56.2.9 The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to CenturyLink's option to invoke on a date specified by CenturyLink the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed compensation regime including the terminating compensation rates, and other terms and conditions. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties previously agreed to exchange traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, then such Bill and Keep arrangement shall continue.
- 56.3. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. If CLEC is acting as an IXC and a competitive local exchange carrier, CLEC must have a unique CIC for each type of service order. Specifically, CLEC must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.
- 56.4. VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to reciprocal compensation, nor shall such VNXX Traffic be subject to the FCC opt-in rate (i.e. \$.0007) for ISP-Bound Traffic in states where CenturyLink has opted-into the FCC's ISP Remand Order. Both Parties represent and warrant that they are not exchanging VNXX traffic as of the effective date of this Agreement. Neither Party shall provide VNXX Service unless the Party providing such VNXX Service first notifies the other Party, and the Parties have negotiated a factor to reflect the amount of traffic that will be presumed to be VNXX (subject to verification and modification, as necessary). In the absence of a written agreement between the Parties stating otherwise, VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic) shall be subject to the originating carrier's originating access rates which shall be payable by the Party providing VNXX Service. For purposes of this Agreement, any references to ISP-Bound Traffic shall not be deemed to include VNXX Traffic unless specifically stated otherwise. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged, and each Party will provide data necessary to determine the geographic location associated with the telephone number numbers to which the calls were terminated.
- 56.5. Local Calling Platform ("LCP") traffic is not Local Traffic for purposes of intercarrier compensation, and such LCP traffic shall not be subject to reciprocal compensation. Both Parties represent and warrant that they are not exchanging LPC traffic as of the effective date of this Agreement. Neither Party shall provide an LPC service unless the Party providing such LPC service first notifies the other Party, and the Parties have negotiated a factor to reflect the amount of traffic that will be presumed to be LPC traffic (subject to verification and modification, as necessary). In the absence of a written agreement between the Parties stating otherwise, LCP traffic shall be subject to the originating carrier's originating access rates which shall be payable by the Party owning the number for the intermediate platform (i.e. the first number dialed by the originating end user). Either Party may perform traffic studies at any time to determine if LPC traffic is being routed by the other Party. Each Party will provide data necessary to determine

the geographic location associated with the telephone number to which the call was ultimately completed, as distinct from the number of the intermediate platform.

- 56.6. All voice calls exchanged between the Parties originating from or terminating to the PSTN shall be compensated in the same manner (e.g.: reciprocal compensation, interstate access, and intrastate access) regardless of the technology used to originate, terminate, or transport the call, including voice calls that are transmitted in part via the public Internet or a private IP network (VoIP) that originate from or terminate to the PSTN.
- 56.7. A call placed on a non-local basis (e.g.: a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 56.8. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink; the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 CFR 64.1601).
- 56.8.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.
- 56.9. Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.
- 56.10. Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from CenturyLink or CLEC internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement.

57. SIGNALING NETWORK INTERCONNECTION

- 57.1. CenturyLink will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. CenturyLink's signaling service will be charged at tariff rates to CLECs that order such service.
- 57.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 57.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. CenturyLink will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 57.4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide CenturyLink an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and CenturyLink. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or CenturyLink internal customer demand for 64K CCC trunks.
- 57.5. Signaling Systems
 - 57.5.1. Signaling Link Transport
 - (a) Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a CenturyLink STP site.
 - (b) Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
 - 57.5.2. Signaling Transfer Points (STPs). STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

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

58. TRUNK FORECASTING

- 58.1. CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. CenturyLink shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to CenturyLink twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
- 58.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
 - 58.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 58.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 58.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 58.2. CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from CenturyLink anytime after the initial trunk implementation.
- 58.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 58.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLEC and CenturyLink.
- 58.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 58.5.1. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.
 - 58.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to CenturyLink.
 - 58.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 58.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a CenturyLink access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 58.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, RASR or other industry standard format as specified by CenturyLink for trunk ordering.

59. NETWORK MANAGEMENT

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

60. INDIRECT TRAFFIC

60.1. Exchange Of Indirect Traffic

- 60.1.1. The exchange of Indirect Traffic (as defined below) between the Parties shall be subject to the terms, provisions and requirements of this Agreement. For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third Party Telecommunications Carrier provides the intermediary transiting service.
- 60.1.2. For purposes of exchanging Indirect Traffic (as defined below) there is no physical or direct point of interconnection or physical direct trunk groups between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for such Indirect Traffic.
- 60.1.3. CLEC must interconnect at the tandem switch which CenturyLink's end office subtends in order to exchange Indirect Traffic with CenturyLink.
- 60.1.4. Notwithstanding any other provision to the contrary, once the volume of Indirect Traffic exchanged between the Parties at a CenturyLink end office exceeds a DS1 equivalent of traffic, CLEC must establish a direct interconnection with CenturyLink's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLEC shall establish a direct interconnection with CenturyLink's end office.
- 60.1.5. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 60.1.6. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network.
- 60.1.7. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company. Any direct costs incurred by the terminating Party to obtain the records from a third party will be billed back to the originating Party.

60.2. Compensation for Indirect Traffic

- 60.2.1. Until the volume of Indirect Traffic exchanged between the Parties at a CenturyLink end office exceeds a DS1, each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting party. After Indirect traffic exceeds a DS1, if CLEC has not established a direct end office trunking sixty (60) days after CenturyLink notifies CLEC in accordance with Section 21, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier for Local Traffic, ISP-Bound Traffic or VNXX Traffic originated by CenturyLink.
- 60.2.2. VNXX, Non-Local and Non-ISP-Bound Indirect Traffic
 - (a) Compensation for the termination and/or origination of VNXX Traffic, non-Local Traffic, non-ISP-Bound Traffic and 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
 - (b) Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating

LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

- 60.2.3. Local Traffic and local ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F of this Agreement.

61. USAGE MEASUREMENT

- 61.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 61.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 61.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
- 61.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

62. RESPONSIBILITIES OF THE PARTIES

- 62.1. CenturyLink and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 62.2. CLEC and CenturyLink shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 62.3. CLEC and CenturyLink shall:
- 62.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 62.3.2. Notify each other when there is any change affecting the service requested, including the due date.
- 62.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 62.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 62.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 62.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week.

Any changes to this contact arrangement must be immediately provided to the other party.

- 62.3.7. Provide to each other test-line numbers and access to test lines.
- 62.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G – LOCAL NUMBER PORTABILITY

63. INTRODUCTION

- 63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 63.2. End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.
- 63.3. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 63.3.1. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
 - 63.3.2. When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user.
 - 63.3.3. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.3.4. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 63.3.5. Coordination of service order work outside normal business hours (*i.e.*, other than 8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.3.6. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

64. TESTING

- 64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.
- 64.3. CLEC must be NPAC certified and have met CenturyLink testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.
- 64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may

affect the CLEC or CenturyLink network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65. ENGINEERING AND MAINTENANCE

- 65.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 65.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 65.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66. E911/911

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

67. BILLING FOR PORTED NUMBERS

- 67.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.
- 67.2. Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected and the number is being aged.

PART H – LINE SHARING

68. LINE SHARING

68.1. General Terms

- 68.1.1. Under this Agreement, CenturyLink will not provide access to the HFPL for line sharing by CLEC except pursuant to the following terms and conditions.
- 68.1.2. For HFPLs in service prior to 10/02/03, CenturyLink will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular CLEC end user premises.
- 68.1.3. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.4. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five percent (75%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.5. After 10/01/06, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

68.2. CenturyLink Line Sharing provided HFPL to CLEC only those instances when CenturyLink is the provider of analog circuit-switched voice band service on that same Copper Loop to the same end user.

68.3. In the event that the end user being served by CLEC via HFPL terminates its CenturyLink-provided retail voice service, or when CenturyLink provided retail voice service is disconnected due to “denial for non-pay,” CenturyLink shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If CLEC notifies CenturyLink that it chooses this option, CLEC and CenturyLink shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE digital loop, CenturyLink may terminate the HFPL.

68.4. CenturyLink will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the Copper Loop facilities over which CLEC is provisioning advanced services at the time that the CenturyLink-provided retail voice service terminates; if:

- 68.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities; and
- 68.4.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).

68.5. Any additional maintenance of service conducted at CLEC's request by CenturyLink on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by CenturyLink and CLEC.

68.6. Deployment and Interference

- 68.6.1. In providing services utilizing the HFPL, CenturyLink shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

- 68.6.2. For any technology, CLEC represents that its use of any CenturyLink network element, or of its own equipment or facilities in conjunction with any CenturyLink network element, will not materially interfere with or impair service over any facilities of CenturyLink, its affiliated companies or connecting and concurring carriers, cause damage to CenturyLink's plant, impair the privacy of any communications carried over CenturyLink's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, CenturyLink may discontinue service if CLEC violates this provision. The termination of service will be limited to CLEC's use of the element(s) causing the violation. CenturyLink will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

PART I – NON-251 SERVICES

69. CALL-RELATED DATABASES

69.1. CenturyLink will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Local Number Portability database, and Line Information database (LIDB). CenturyLink reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are available in CenturyLink's Interstate Access Tariff.

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

69.1.2. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by CenturyLink's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

(a) CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the CenturyLink database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. CenturyLink shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

(b) CenturyLink's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. CenturyLink shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other CenturyLink companies.

69.1.3. The Line Information Database (LIDB) provides functionality necessary for storage of Line Information Records supporting Alternate Billed Service restrictions, Class of Service restrictions, and calling card personal identification numbers (ABS).

70. TRANSIT TRAFFIC

70.1. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than CenturyLink, and (3) other CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink tandem switch to which

the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double tandem Transit Traffic routed by CLEC.

- 70.2. CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

- 70.3. Terms and Conditions

- 70.3.1. In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.

- 70.4. Payment Terms and Conditions

- 70.4.1. CLEC shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to CenturyLink by the CLEC.
 - 70.4.2. CLEC may be required to pay CenturyLink the Transit Service rate for Transit Traffic routed by an ILEC to CenturyLink for delivery to CLEC.

- 70.5. Billing Records and Exchange of Data

- 70.5.1. Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
 - 70.5.2. Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. To the extent CenturyLink incurs additional cost in providing this billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information.
 - 70.5.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

- 70.6. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter charge CLEC for such transit service at double the transit rate set forth in Table One, or discontinue providing transit service to CLEC, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

PART J – GENERAL BUSINESS REQUIREMENTS

71. PROCEDURES

71.1. Contact with End Users

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

71.2. Expedite and Escalation Procedures

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

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

71.4. Service Offerings

- 71.4.1. CenturyLink shall provide CLEC with access to new services, features and functions concurrent with CenturyLink's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.
- 71.4.2. Essential Services. For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own end users and applicable state law or regulation, if any.
- 71.4.3. Blocking Services. Upon request from CLEC, employing CenturyLink-approved LSR documentation, CenturyLink shall provide blocking of 700, 900,

and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.

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

72. ORDERING AND PROVISIONING

- 72.1. Ordering and Provisioning Parity. CenturyLink shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 72.2. National Exchange Access Center (NEAC)
 - 72.2.1. CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's unbundled Network Elements, features, functions, and resale services.
 - 72.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 a.m. through 5:00 p.m. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
 - 72.2.3. CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours and at other times as agreed upon by the parties to meet end user demand.
- 72.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, CenturyLink shall provide to CLEC the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.
- 72.4. CLASS and Custom Features. Where generally available in CenturyLink's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 72.5. Number Administration/Number Reservation
 - 72.5.1. CenturyLink shall provide testing and loading of CLEC's NXX on the same basis as CenturyLink provides itself or its affiliates. Further, CenturyLink shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a CenturyLink NXX, CenturyLink shall provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own

subscribers. Reservation and aging of CenturyLink NXXs shall remain CenturyLink's responsibility.

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

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

72.6. Service Order Process Requirements

72.6.1. Service Migrations and New Subscriber Additions

- (a) For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, CenturyLink shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- (b) For services provided through UNEs, CenturyLink shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or CenturyLink. In addition, CenturyLink and CLEC will work cooperatively to minimize service interruptions during the conversion.
- (c) Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- (d) For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- (e) Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's expense.
- (f) A general Letter of Agency (LOA) initiated by CLEC or CenturyLink will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or CenturyLink. CLEC and CenturyLink agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to

pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

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

72.6.3. Due Date

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

72.6.4. Order Rejections. CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, CenturyLink will, in its reject notification, specifically describe all of the reasons for which the order was rejected. CenturyLink may reject any orders on account of the customer desired due date conflicts with published CenturyLink order provisioning interval requirements.

72.6.5. Service Order Changes

- (a) In no event will CenturyLink change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, CenturyLink shall then provide CLEC an estimate of additional labor hours and/or materials.

- (b) When a service order is completed, the cost of the work performed will be reported promptly to CLEC.
 - (c) If a CLEC subscriber requests a service change at the time of installation or other work being performed by CenturyLink on behalf of CLEC, CenturyLink, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.
- 72.7. Network Testing. CenturyLink shall perform all its standard pre-service testing prior to the completion of the service order.
- 72.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. CenturyLink shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 72.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 72.10. Specific Unbundling Requirements. CLEC may order and CenturyLink shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.
- 72.11. Systems Interfaces and Information Exchanges
 - 72.11.1. General Requirements
 - (a) CenturyLink shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
 - (b) Until the Electronic Interface is available, CenturyLink agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and CenturyLink.
 - (c) If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.
 - (d) It is the responsibility of CLEC to provide CenturyLink with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
 - 72.11.2. For any prospective CLEC subscriber, CenturyLink shall provide CLEC with access to that subscriber's CPNI without requiring CLEC to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on a blanket representation to be provided by CLEC that subscriber has authorized CLEC to obtain such CPNI.
 - (a) The preordering Electronic Interface includes the provisioning of CPNI from CenturyLink to CLEC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state

regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

- (b) The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. With respect to end users whose CPNI has been received by CLEC, CenturyLink may request documentation from CLEC to substantiate that CLEC has requested and received permission from all such end users. If CLEC is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such end users, CenturyLink reserves the right to immediately disconnect the preordering Electronic Interface.
- (c) The Parties agree to execute carrier changes as specified by the FCC in 47 CFR §64.1120. Documentation reflecting the request for a carrier change and verification in the form set forth in 47 CFR §64.1120 may be requested by the Party whose CPNI has been accessed in connection with such requested carrier change to investigate possible slamming incidents, and for other reasons agreed to by the Parties. A Party's failure to obtain and maintain adequate documentation of the request for a carrier change and verification of the same in the form set forth in 47 CFR §64.1120 before changing service from the other Party, or failure to produce documentation of such request and verification upon request of the other Party shall be considered a breach of the Agreement. A Party can cure the breach by submitting to the other Party a copy of such documentation within three (3) Business Days of notification of the breach.
- (d) If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by CenturyLink, or if CenturyLink determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to CenturyLink evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.
- (e) Should CLEC not be able to cure the breach in the timeframe noted above, CenturyLink will discontinue processing new service orders until, in CenturyLink's determination, CLEC has corrected the problem that caused the breach.
- (f) CenturyLink will resume processing new service orders upon CenturyLink's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- (g) If CLEC and CenturyLink do not agree that CLEC has appropriate documentation or verification of a requested carrier change by a specific end user, or that CenturyLink has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. CenturyLink will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

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

72.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

- (a) to schedule dispatch and installation appointments at Parity.

- (b) to access CenturyLink subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
- (c) to access CenturyLink information systems which will allow CLEC to provide service availability dates at Parity.
- (d) transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

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

73. PROVISION OF USAGE DATA

73.1. This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. CenturyLink shall record for CLEC the messages that CenturyLink records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. CenturyLink and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) Days after transmission to the other party.

73.2. General Procedures

- 73.2.1. CenturyLink shall comply with various industry and OBF standards referred to throughout this Agreement.
- 73.2.2. CenturyLink shall comply with OBF standards when recording and transmitting Usage Data.
- 73.2.3. CenturyLink shall record all usage originating from CLEC end users using resold services ordered by CLEC, where CenturyLink records those same services for CenturyLink end users. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - (a) Use of CLASS/LASS/Custom Features that CenturyLink records and bills for its end users on a per usage basis.
 - (b) Calls to Information Providers (IP) reached via CenturyLink facilities will be provided in accordance with Section 73.2.7.
 - (c) Calls to Directory Assistance where CenturyLink provides such service to a CLEC end user.
 - (d) Calls completed via CenturyLink-provided Operator Services where CenturyLink provides such service to CLEC's local service end user and where CenturyLink records such usage for its end users using Industry Standard Telcordia EMI billing records.
 - (e) Access records related to long distance calling.

(f) For CenturyLink-provided Centrex Service, station level detail.

- 73.2.4. Retention of Records. CenturyLink shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) day period, CenturyLink shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, CenturyLink may provide the data back-up at CLEC's expense.
- 73.2.5. CenturyLink shall provide to CLEC Recorded Usage Data for CLEC end users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 73.2.6. CenturyLink shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between CenturyLink and CLEC.
- 73.2.7. CenturyLink will record 976/N11 calls and transmit them to the IP for billing. CenturyLink will not bill these calls to either the CLEC or the CLEC's end user.
- 73.2.8. CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 73.2.9. CenturyLink shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.2.10. CenturyLink shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by CenturyLink and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. CenturyLink shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

73.3. Charges

- 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of CenturyLink and CenturyLink shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 73.3.2. CenturyLink will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (*i.e.*, Billing Number).
- 73.3.3. CenturyLink will deliver one monthly statement for Wholesale Services in the medium requested by CLEC (*e.g.*: NDM, paper, or CD-ROM), to the extent the selected medium is offered by CenturyLink, as follows:
 - (a) Invoices will be provided in a standard Carrier Access Billing format or other such format as CenturyLink may determine;
 - (b) Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay CenturyLink for providing such call detail;
 - (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

- (d) CenturyLink agrees to provide information on the end user's selection of special features where CenturyLink maintains such information (e.g., billing method, special language) when CLEC places the order for service;
 - (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance;
 - (f) CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. CenturyLink shall also bill CLEC for additional copies of the monthly invoice.
- 73.3.4. The customer must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in CenturyLink's tariff (see CenturyLink LOC Tariff F.C.C. No. 1, Section 13). If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide.
- 73.3.5. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.
- 73.4. Central Clearinghouse and Settlement
 - 73.4.1. CenturyLink and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
 - 73.4.2. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
- 73.5. Lost Data
 - 73.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.
 - 73.5.2. Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
 - 73.5.3. Complete Loss. When CenturyLink is unable to recover data as discussed in Section 73.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or

during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

- 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), CenturyLink shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother's day or Christmas day, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

73.6. Testing, Changes and Controls

- 73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.
- 73.6.2. Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review. This review may be included as part of an Audit of CenturyLink by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between CenturyLink and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.
- 73.6.3. CenturyLink Software Changes
 - (a) When CenturyLink plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated CenturyLink personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.
 - (b) CenturyLink shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.
 - (c) CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with CenturyLink and shall arrange to have the data tested utilizing the modified software if required.
 - (d) If it is necessary for CenturyLink to request changes in the schedule, content or format of usage data transmitted to CLEC, CenturyLink shall notify CLEC.

73.6.4. CLEC Requested Changes:

- (a) CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
- (b) When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

73.7. Information Exchange and Interfaces

- 73.7.1. Product/Service Specific. CenturyLink shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of CenturyLink's offering and are provided for CenturyLink's subscribers on a per usage basis.

73.8. Rejected Recorded Usage Data

- 73.8.1. Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to CenturyLink in their original EMI format utilizing standard EMI return codes.
- 73.8.2. CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume liability for errors and unguideables caused by CenturyLink.

74. GENERAL NETWORK REQUIREMENTS

- 74.1. CenturyLink shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that CenturyLink is able to test, in accordance with the terms and conditions of this Agreement.
- 74.2. During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.
- 74.3. CenturyLink shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours a day, seven (7) days a week.
- 74.4. CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 74.5. CenturyLink shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 74.6. All CenturyLink employees or contractors who perform repair service for CLEC end users shall follow CenturyLink standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:
- 74.6.1. CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink end users; and
 - 74.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a CenturyLink end user.

- 74.7. CenturyLink shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by CenturyLink in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 74.8. CenturyLink shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by CenturyLink on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised CenturyLink may potentially impact CLEC end users.
- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from CLEC end users requesting repair, CenturyLink shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. Once the Electronic Interface is established between CenturyLink and CLEC, CenturyLink agrees that CLEC may report troubles directly to a single CenturyLink repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 74.11. Upon establishment of an Electronic Interface, CenturyLink shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. CenturyLink shall perform all testing for resold Telecommunications Services.
- 74.13. CenturyLink shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, CenturyLink shall provide CLEC with the disposition of the trouble.
- 74.14. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

75. MISCELLANEOUS SERVICES AND FUNCTIONS

- 75.1. The services described in Section 74 shall only be available to the CLEC under this Agreement (i) when CenturyLink is providing the service to itself, (ii) in areas where CenturyLink is providing such service to CenturyLink's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that CenturyLink does not provide the services described in this Section 74 to itself, or the requested service is not available to CenturyLink's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with CenturyLink or another provider.
- 75.2. Basic 911 and E911 Service.
 - 75.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
 - 75.2.2. Basic 911 and E911 functions shall only be provided to CLEC for resale, and shall be at Parity with the support and services that CenturyLink provides to its subscribers for such similar functionality.
 - (a) Where it may be appropriate for CenturyLink to update the ALI database, CenturyLink shall update such database with CLEC data in an interval at Parity with that experienced by CenturyLink end users.

- (b) CenturyLink shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

75.2.3. In government jurisdictions where CenturyLink has obligations under existing agreements as the primary provider of the 911 System to the county (Host CenturyLink), CLEC shall participate in the provision of the 911 System in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with CenturyLink.

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

75.2.5. Basic 911 and E911 Database Requirements

- (a) The ALI database shall be managed by CenturyLink, but is the property of CenturyLink and CLEC for those records provided by CLEC.
- (b) To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three Business Days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
- (c) CLEC shall be solely responsible for providing CLEC database records to CenturyLink for inclusion in CenturyLink's ALI database on a timely basis.
- (d) CenturyLink and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. CenturyLink shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the MSAG. CenturyLink shall accept electronically transmitted files that conform to NENA Version #2 format.
- (e) CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to CenturyLink or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to CenturyLink.
- (f) CLEC shall provide information on new subscribers to CenturyLink within one (1) business day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from CLEC. If CenturyLink detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) Business Days from when it was provided to CenturyLink. CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- (g) CenturyLink agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

75.3. Directory Listings Service

75.3.1. These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in

Directory Listings databases; and (ii) submit CLEC subscriber information for inclusion in published directories;

- 75.3.2. When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.
- 75.3.3. CenturyLink will provide to CLEC the following Directory Listing Migration Options:
- (a) Migrate "As Is". Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
 - (b) Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- 75.3.4. CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- (a) "LISTED" means the listing information is available for all directory requirements;
 - (b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
 - (c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.
- 75.3.5. Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC subscribers who:
- (a) Disconnect Service;
 - (b) Change CLEC;
 - (c) Install Service;
 - (d) Change any service which affects DA information;
 - (e) Specify Non-Solicitation; and
 - (f) Change categories from Non-Published, Non-Listed, or Listed.
- 75.3.6. The charge for storage and maintenance of CLEC subscriber information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such storage and maintenance services at the rate reflected on Table One.
- 75.3.7. CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.

- 75.3.8. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must either (i) submit an LSR (e.g. an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete a subscriber listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table One.
- 75.3.9. CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 75.3.10. Traditional White Pages Listings.
- (a) CenturyLink shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
 - (b) When CLEC purchases UNE Loops or resold services at a specific address, one basic White pages listing for each CLEC customer is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and one primary telephone number.
 - (c) CLEC agrees to provide customer listing information for CLEC's subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.
 - (d) CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
 - (e) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
 - (f) In addition to a basic White Pages listing, CenturyLink will provide, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
 - (g) CenturyLink will accord CLEC customer listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

- (h) CenturyLink will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.

75.4. Other Directory Services.

- 75.4.1. Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon CenturyLink's directory publisher.
- 75.4.2. CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable CenturyLink directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 75.4.3. The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

75.5. Directory Assistance Data.

- 75.5.1. Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.
- 75.5.2. CenturyLink will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end users for directory information.

PART K – REPORTING STANDARDS

76. GENERAL

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

PART L – COLLOCATION

77. SCOPE OF COLLOCATION TERMS

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

78. TERMINATION OF COLLOCATION SPACE

- 78.1. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to CenturyLink. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to CenturyLink until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to CenturyLink in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 78.2. CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 78.3. Upon termination of CLEC's right to possession of a Collocation Space, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 78.4. Should CenturyLink under any Section of this Agreement remove any of CLEC's equipment from its collocation space, CenturyLink will deliver to CLEC any equipment removed by CenturyLink only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

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

79. COLLOCATION OPTIONS

- 79.1. CenturyLink will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. CenturyLink shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2. CenturyLink will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. CenturyLink will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, CenturyLink will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and CenturyLink will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local CenturyLink building contact with one Access key used to enter the locked enclosure. Except in case of emergency, CenturyLink will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.
- 79.2.1. CenturyLink has the right to review CLEC's plans and specifications prior to allowing construction to start. CenturyLink will complete its review within fifteen (15) Days of receipt of such plans. CenturyLink has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. CenturyLink can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.
- 79.3. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon

the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

- 79.3.1. As Host, CLEC will be the sole interface and responsible party to CenturyLink for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, CenturyLink will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.
- 79.3.2. CenturyLink will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with CenturyLink utilize a shared collocation cage, CenturyLink will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocater.
- 79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4. CenturyLink will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other state and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.
 - 79.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the CenturyLink point of interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
 - 79.4.2. CenturyLink maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require CLEC to correct any deviations from approved plans found during such inspection(s).
 - 79.4.3. CenturyLink will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as CenturyLink's.
 - 79.4.4. Subject to CLEC being on the waiting list, in the event that space in a CenturyLink Premises becomes available, CenturyLink will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent

collocation arrangement and charges applicable for collocation within the CenturyLink Premises.

- 79.5. To the extent possible, CenturyLink will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6. CenturyLink will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 USC §251(c)(6) and 47 CFR §51.321).
- 79.6.1. CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, which is needed for the virtual collocation, and in consideration of \$1 and the other benefits derived by CLEC from such virtual collocation arrangement, CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the virtual collocation arrangement, CLEC is responsible for the cost of removing the equipment from the Premises.
- 79.6.2. CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
- 79.6.3. CenturyLink will install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's affiliates or third parties. The following services are not covered by this Agreement:
- (a) services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
 - (b) service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - (c) repairing damage caused to CLEC's collocated equipment by persons other than CenturyLink, or its authorized contractors, or
 - (d) repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.
- 79.6.4. CLEC warrants that CenturyLink shall have quiet enjoyment of the equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
- (a) In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written

notice to CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.

- 79.6.5. CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table Two or as filed in a tariff and approved by the Commission.

80. DEMARCATION POINT

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

81. APPLICATION PROCESS

- 81.1. Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, CLEC can find the then current collocation application form (the "Application") on CenturyLink's website. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
- 81.1.1. CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. CenturyLink will not process an Application until both the Application and the applicable Application fee are received.
- 81.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 81.1.3. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

- 81.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by CenturyLink (e.g., engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2. If CLEC wishes CenturyLink to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. CenturyLink will not select for CLEC the type of collocation to be ordered.
- 81.3. Within ten (10) Days after receiving CLEC's Application for collocation, CenturyLink will inform CLEC whether the Application meets each of CenturyLink's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten Days after being informed of them, CLEC shall retain its original position within any collocation queue that CenturyLink maintains. If CenturyLink informs CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 81.5. CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 81.5.1. CenturyLink will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 81.5.2. In order to increase the amount of space available for collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6. After notifying the CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), CenturyLink will allow the CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.
- 81.6.1. If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 81.6.2. On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly

known that the Premises is out of space. CenturyLink will place CLEC on the waiting list for collocation in a particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.

- 81.6.3. CenturyLink will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise CLEC as to its position on the list.
- 81.6.4. If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 81.6.5. CenturyLink will maintain on its Website a notification document that will indicate all Premises that are without available space. CenturyLink will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7. CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8. CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, CLEC does not notify CenturyLink that physical collocation should proceed.
- 81.9. CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 81.10. Space preparation for the Collocation Space will not begin until CenturyLink receives the BFFO and all applicable fees, including all non-recurring charges required by CenturyLink at the time of the BFFO.

82. SPACE RESERVATION

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

83. PROVISIONING INTERVALS

- 83.1. CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of

CenturyLink's receipt of a BFFO. If CenturyLink is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

84. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 84.1. CenturyLink, in its sole discretion, may permit CLEC or its designated subcontractor to perform the construction of physical collocation space. If CLEC self-provisions the construction of a physical collocation arrangement, the CLEC is required to contract with a CenturyLink approved Contractor to perform all work, provided however, that any such CLEC subcontractor shall be subject to CenturyLink's security standards. CenturyLink reserves the right to reject any CLEC subcontractor upon the same criteria that CenturyLink would use on its own subcontractors. CLEC will notify CenturyLink in writing when construction of physical collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.2. CenturyLink shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CenturyLink when CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection, CenturyLink will identify any non-compliant installations or deficiencies that need to be corrected before CLEC can turn up the equipment and facilities. CLEC shall have the right to be present at such inspection, and CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection. CLEC will notify CenturyLink when such corrections have been completed, and CenturyLink may repeat the inspection process. CLEC may turn up its equipment and facilities if CenturyLink does not conduct an inspection within the (5) Days after receipt of notice that such installation or correction is complete. If CLEC does not turn up its equipment and facilities within sixty (60) days after the later of (i) CenturyLink has notified CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then CLEC shall be deemed to have cancelled its order pursuant to Section 84.7, and the provisions of Section 78.3 shall apply with respect to surrender and vacation of the Collocation Space and the disposition of any of CLEC's equipment. Failure of CenturyLink to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 84.3. To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by CenturyLink as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the collocation space.
- 84.4. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for

such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. CenturyLink must advise CLEC if extraordinary costs will be incurred.

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

85. EQUIPMENT

- 85.1. CLEC may only locate equipment necessary for interconnection to CenturyLink or accessing CenturyLink's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC §251(C)(3), 47 USC §251(C)(2), and 47 CFR §51.323(b-c).
- 85.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to the CLEC or their CenturyLink approved contractor on the CLEC's behalf. No CLEC equipment or supplies may be delivered (other than by CLEC or their CenturyLink approved contractor) to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.
- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but CenturyLink will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies collocation of CLEC's equipment, citing safety standards, CenturyLink must provide to CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a