

# Large Filing Separator Sheet

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conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.

**45.8. Adherence to National Industry Standards**

- 45.8.1. In providing advanced service loop technology, Embarq shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 45.8.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
  - (a) Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - (b) Is approved by an industry standards body, the FCC, or any state commission or;
  - (c) Has been successfully deployed by any CLEC without significantly degrading the performance of other services.
- 45.8.3. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 0, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 45.8.4. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 45.8.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to

Section 45.8.2, the degraded service shall not prevail against the newly deployed technology.

- 45.8.6. If Embarq denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 45.8.7. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 45.8.8. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
  - (a) For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - (b) For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
  - (c) For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
  - (d) As an alternative to Section 0, CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard," and subsequent revisions of this document.
- 45.9. Information to be Provided for Deployment of Advanced Services
  - 45.9.1. Upon request, Embarq shall provide to CLEC:
    - (a) information with respect to the spectrum management procedures and policies that Embarq uses in determining which services can be deployed;
    - (b) information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
    - (c) information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
  - 45.9.2. In connection with the provision of advanced services, CLEC shall provide to Embarq the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it

seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

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

45.10. Hybrid Loops. Embarq will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. Embarq is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

45.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Embarq will

- (a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or
- (b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

#### 45.11. Fiber Loops

##### 45.11.1. Dark Fiber Loops

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- (b) Embarq is not required to provide CLEC with access to dark fiber loop on an unbundled basis.
- (c) For an 18-month period beginning on 3/11/05, any dark fiber loop UNEs that CLEC leases from Embarq as of 3/11/05 shall be available for lease from Embarq at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to

3/5/05 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.

- (d) CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of 3/11/05. Embarq will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to 12/11/05. By 9/10/06, CLEC must transition the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders on or before 9/10/06, Embarq will convert the Dark Fiber Loops to comparable Access Services, if any, or disconnect the Dark Fiber facilities. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.

#### 45.12. FTTH and FTTC Fiber Loops

- 45.12.1. New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to an end-user customer premise that previously has not been served by any loop facility.
- 45.12.2. Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:
  - (a) Embarq will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.
  - (b) If Embarq deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Embarq will restore the Copper Loop to serviceable condition upon request.
  - (c) If Embarq deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Embarq will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.
  - (d) Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Embarq will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

45.13. Tag and Label. At CLEC's request, Embarq will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

45.13.1. Embarq will include the following information on the label: order number, due date, CLEC name, and the circuit number.

45.13.2. CLEC must specify on the order form whether each Loop should be tagged and labeled.

45.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

#### **46. SUBLOOPS**

46.1. Embarq will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Embarq will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.

46.2. Embarq is not required to provide CLEC access to dark fiber subloops.

46.3. Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.

46.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

46.4. Multiunit premises wiring. Embarq will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's

outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit customer premises between the minimum point of entry and the point of demarcation.

46.4.1. An accessible terminal is any point in Embarq's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

46.4.2. Upon request for interconnection at a multiunit premises where Embarq owns, controls, or leases wiring, Embarq will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

46.5. Embarq will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

46.6. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in Section 45.8 and Section 45.9.

46.7. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

#### **47. OPERATIONS SUPPORT SYSTEMS (OSS)**

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

#### **48. LOOP MAKE-UP INFORMATION**

48.1. Embarq shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.

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

48.7

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## **49. LOCAL CIRCUIT SWITCHING**

- 49.1. DS0 Capacity (i.e. mass market)
  - 49.1.1. Embarq is not required to provide access to local circuit switching on an unbundled basis to CLEC for the purpose of serving end-user customers using DS0 capacity loops.



- 49.1.2. If applicable, such local circuit switching must be converted to an alternative arrangement within thirty (30) Days after the Effective Date of this Agreement. If CLEC fails to submit the necessary orders to convert and complete the transition of such local circuit switching element to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert such local circuit switching to comparable Wholesale Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.
- 49.1.3. CLEC may not obtain new local circuit switching as an unbundled network element.
- 49.2. Elements related to the local circuit switching element will be made available on an unbundled basis to CLEC to the extent that CLEC is entitled to unbundled local circuit switching as set forth above.
  - 49.2.1. Embarq will provide CLEC with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Embarq is required to provide unbundled local circuit switching as set forth above.
- 49.3. Embarq is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 49.4. Embarq is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

## **50. DEDICATED TRANSPORT**

- 50.1. Embarq shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Embarq's Wire Centers or switches and another of Embarq's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
  - 50.1.1. Embarq is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Embarq Wire Centers (i.e. entrance facilities). Further, Embarq is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.
- 50.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice

transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

- 50.2.1. Embarq shall unbundle DS1 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 Wire Centers. As such, Embarq will unbundle DS1 transport if a Wire Center at either end of a requested route is *not* a Tier 1 Wire Center, or if *neither* is a Tier 1 Wire Center.
- 50.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 50.2.3 Where Embarq is not required to provide unbundled DS1 transport pursuant Sections 50.2.1 and 50.2.2, CLEC may not obtain new DS1 transport as unbundled Network Elements.
- 50.2.4 Any DS1 dedicated transport that CLEC previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 50.2.1 and 50.2.2, shall be subject to the following:
  - 50.2.3. (a) Such DS1 dedicated transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to submit the necessary orders to convert and complete the transition of such DS1 transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.
  - 50.2.4. (b) Any DS1 dedicated transport service provided to CLEC by Embarq after 03/10/06 that Embarq was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after Embarq was no longer required to unbundle such transport.
  - (c) Any DS1 dedicated transport service provided to CLEC by Embarq between 03/11/05 and 03/10/06 that CLEC ordered prior to 03/11/05 shall be subject to billing at 115% of the rate that was applicable to such dedicated transport immediately prior to such period.
- 50.2.5. Any DS1 dedicated transport UNE that CLEC leased from Embarq as of 3/11/05, but which Embarq is not obligated to unbundle pursuant to Sections 50.2.1 and 50.2.2, must be converted to an alternative service

arrangement within 30 days of the Effective Date of this Agreement. Any service provided by Embarq to CLEC over such DS1 dedicated transport after 3/11/05 and prior to such conversion shall be billed at applicable rates for comparable services as shown on Table One. Where Embarq is not required to provide unbundled DS1 transport pursuant Sections 50.2.1 and 50.2.2, CLEC may not obtain new DS1 transport as unbundled Network Elements. If CLEC fails to submit the necessary orders to convert and complete the transition of these UNEs to an alternative service arrangement within 30 days of the Effective Date of this Agreement, Embarq will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC. Embarq will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to 12/11/05.

- (a) If CLEC has ordered new UNE DS1 Dedicated Transport on routes identified on Exhibit A since 3/11/05, those UNEs will be converted to comparable access services and the applicable rates will apply back to 3/11/05.

50.2.6. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the DS1 Dedicated Transport circuit threshold for a route, Embarq will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes after 90 days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Embarq within the identified route on the date of the notice shall be available for a 6-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

- (a) CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders within the six month period, Embarq will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.

50.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice

transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

- 50.3.1. Embarq shall unbundle DS3 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Embarq will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
- 50.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.
- 50.3.3. Any DS3 dedicated transport UNE that CLEC leased from Embarq as 3/11/05, but which Embarq is not obligated to unbundle pursuant to Sections 50.3.1 and 50.3.2, must be converted to an alternative service arrangement within 30 days of the Effective Date of this Agreement. Any service provided by Embarq to CLEC over such DS3 dedicated transport after 3/11/05 and prior to such conversion shall be billed at applicable rates for comparable services as shown on Table One. Where Embarq is not required to provide unbundled DS3 transport pursuant to Sections 50.3.1 and 50.3.2, CLEC may not obtain new DS3 transport as unbundled Network Elements. If CLEC fails to convert and complete the transition of these UNEs to an alternative service arrangement within 30 days of the Effective Date of this Agreement, Embarq will convert the DS3 Dedicated Transport to comparable Access Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC. . Embarq will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to 12/11/05.
  - (a) If CLEC has ordered new UNE DS3 Dedicated Transport between Wire Centers identified on Exhibit A since 3/11/05, those UNEs will be converted to comparable access services and the applicable rates will apply back to 3/11/05.
- 50.3.4. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the DS3 Dedicated Transport circuit threshold for a route, Embarq will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes after 90 days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Embarq within the identified route on the date

of the notice shall be available for a 6-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

- (a) CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before the end of six month period, Embarq will convert the DS3 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.

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

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

- (a) When Embarq provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to CLEC designated traffic.
- (b) Where Embarq has technology available, Embarq shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONEtT (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

#### **50.5. Dedicated Dark Fiber Transport**

##### **50.5.1. General Rules and Definition**

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- (b) Embarq will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:
  - (i) Embarq shall unbundle dark fiber transport between any pair of Embarq Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Embarq will unbundle dark fiber transport if a

Wire Center on either end of a requested route is a Tier 3 Wire Center.

- (ii) Beginning on 3/11/05 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Embarq, where Embarq is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for dark fiber dedicated transport back to 3/11/05. Where Embarq is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.
  - (iii) CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of 3/11/05. Embarq will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to 6/11/06. By 9/10/06, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before 9/10/06, Embarq will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.
- (c) If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes after 90 days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Embarq within the identified route on the date of the notice shall be available for a 6-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.
- (i) CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Embarq will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities.

Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLEC.

**50.5.2. Fiber Availability**

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

**50.5.3. Interconnection Arrangements**

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

**50.5.4. Dark Fiber Application and Ordering Procedure**

- (a) CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Embarq determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- (b) Within twenty (20) business days of receipt of DFA, Embarq will provide CLEC with a response regarding fiber availability and price.
  - (i) If Dark Fiber is not available, Embarq will notify CLEC of the DFA rejection.

- (ii) CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.
- (c) If Dark Fiber is available, CLEC will notify Embarq of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Embarq will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- (d) After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- (e) The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).
- (f) By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- (g) Due Date. Embarq will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Embarq will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Embarq receives firm order from CLEC. This extended due date must be specified on the firm order.
- (i) Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
  - (A) CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Embarq for all costs incurred to date; or
  - (B) a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Embarq for monthly recurring and non-recurring charges in order to reserve fiber, once Embarq is able to provide Dark Fiber to CLEC.



#### **50.5.5. Maintenance and Testing**

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

#### **50.5.6. Rules for Take Back**

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

### **51. COMMINGLING**

- 51.1. For the purpose of this Section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Embarq's access Tariffs.
- 51.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Embarq, subject to Section 53.6.5. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq subject to Section 42. CLEC will compensate Embarq 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. Embarq will not ratchet price individual components; that is, Embarq 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. Embarq 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, Embarq 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. Embarq will allow CLEC to order each UNE individually in order to permit CLEC to combine UNEs with other UNEs obtained from Embarq 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 Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq'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 Embarq's network. CLEC will compensate Embarq the costs of work performed to combine the requested UNEs. Any request by CLEC for Embarq 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 Embarq of the necessary operational modifications.

53.3. The provisioning of combinations, including EEL, is limited to existing facilities and Embarq 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, Embarq shall support the ordering and provisioning of this specific combination as set forth below.

53.5. Embarq Offers the Following Combinations of Network Elements

53.6. Embarq Offers the Following Combinations of Network Elements

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

53.6.1.1. Embarq will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Embarq 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. Embarq 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.

53.6.1.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

53.6.2. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

(a) Until such time as Embarq can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Embarq will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

- (b) Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
- (c) Embarq will provide originating and terminating access records to CLEC for access usage over UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Embarq will bill CLEC at the rate set forth in Table 1 for these records.
- (d) Embarq will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 42 of this Agreement. Embarq will bill CLEC at the rate set forth in Table 1 for these records.

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

- (a) Embarq will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Embarq 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. Embarq 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.

53.6.4. 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 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. Embarq 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.

#### 53.6.5. 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 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 Section 251(c)(6) of the Act and located at Embarq's premises within the same LATA as the CLEC's customer's premises, when Embarq is not the collocator; or
  - (B) a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Embarq is the collocator.
- (v) For each 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 Embarq 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) Embarq 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. Embarq will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Embarq if the audit report concludes that CLEC failed to materially comply with the service eligibility criteria. Embarq 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 Embarq's audit rights in Part B of this Agreement.

## **54. MODIFICATIONS TO EMBARQ'S EXISTING NETWORK**

### **54.1. Modifications to Unbundled Loop**

- 54.1.1. Embarq will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Embarq 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 Embarq 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 Embarq 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 Embarq 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 Embarq 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. Embarq will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Embarq 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 Embarq 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. Embarq will provide routine network modifications at the rates on Table One or Embarq 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 Embarq 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





## **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. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. 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.

(a) The Parties agree to use two-way trunks (one-way trunks directionalized in each direction). Upon mutual agreement, the Parties will transition specified trunks from directionalized two-way trunks to bi-directional trunks, subject to any engineering, billing or other constraints, and subject to compensation for the cost of undertaking the conversion of such trunks.

55.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

55.1.3. Separate trunks will 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 Embarq's network. In addition, CLEC shall establish additional POIs under the following circumstances:

(a) To the extent Embarq'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 Embarq.

(b) CLEC must establish a POI at an Embarq end office when total traffic volumes exchanged between that particular Embarq end office and CLEC exceeds a DS1 equivalent.

(c) CLEC must establish a POI at any Embarq end office that subtends a non-Embarq tandem.

55.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Embarq 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.

- 55.2.3. Each Party is financially responsible for transporting its originated traffic to the POI.
- 55.2.4. When the Parties choose to interconnect at a mid-span meet, CLEC and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.
- 55.2.5. If third party (*i.e.* Competitive Access Provider or “CAP”) leased facilities are used for interconnection, the POI will be defined as the Embarq office in which the third party’s leased circuit terminates.
- 55.2.6. If CLEC elects to lease any portion of the transport facility from Embarq or if CLEC chooses to interconnect with Embarq using a meet-point arrangement (*i.e.* facilities jointly provisioned by Embarq and another LEC), CLEC will order those facilities that are wholly within Embarq’s serving territory from Embarq’s access tariff.

### 55.3. Technical Requirements for Interconnection

#### 55.3.1. Interconnection at the Embarq Tandem

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

**55.3.2. Interconnection at the Embarq End Office**

- (a) Interconnection to Embarq End Office Switch will provide CLEC local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.
- (b) the CLEC is responsible for provisioning its traffic to interface into Embarq'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 Embarq's network through the Embarq Tandem Switch, CLEC will pay Embarq a charge for Tandem Switching, common transport to the end office, and end-office termination.
- (b) When the POI is at the Embarq Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
- (c) Charges billed to Embarq by CLEC for the transport and termination of Local Traffic will be equal to those that Embarq assesses the CLEC for the same services. Where CLEC is interconnected at an Embarq tandem and Embarq delivers its traffic to CLEC directly from an end office, Embarq shall pay CLEC end office termination. Where CLEC is interconnected at an Embarq tandem and Embarq 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 Embarq tandem, Embarq 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 Embarq tandem, Embarq 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 Embarq 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 Embarq end-office termination. For Embarq originated traffic terminating to CLEC at that end office, compensation payable by Embarq shall be the same as that detailed in Section 56.1.1 above.
- 56.2. The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement.
- 56.2.1. 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 Embarq's option to invoke on a date specified by Embarq the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim 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 are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.
- 56.2.2. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").
- 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. Embarq-originated traffic terminating to a CLEC NPA-NXX which is assigned to an end user physically located outside the local calling area in which the NPA/NXX is homed (Virtual NXX) is not Local for purposes of intercarrier compensation and Embarq's originating access rates shall apply. The Parties agree that █ of the total Embarq-originated/CLEC-terminated traffic shall be deemed to occur via a VNXX arrangement. (12/20/07- COI needs to justify the accuracy of the reported 1% VNXX traffic)
- 56.5. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).
- 56.6. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 56.7. 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. Embarq 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 Embarq. Should the documentation indicate that the factor should be changed by Embarq; 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 C.F.R. 64.1601).
  - 56.7.1. 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 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 90%, all calls transmitted without CPN will be billed at intrastate access rates.
- 56.8. To the extent Embarq identifies, either through its own recording capabilities or through call detail records provided by another carrier, Local Traffic that is originated by CLEC and terminated indirectly to Embarq through an intermediary carrier (transit carrier), Embarq shall bill CLEC terminating compensation according to Section 55. In addition, CLEC will reimburse Embarq for any transit

charges billed by the intermediary carrier for Local Traffic or ISP-bound Traffic originated by Embarq.

- 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, (ii) 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, (ii) 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 Embarq 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. Embarq will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Embarq's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. Embarq'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. Embarq 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 Embarq 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 Embarq. 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 Embarq 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 an Embarq 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 Embarq SS7 network. These functions include:

57.6.1. Embarq local switching or Tandem Switching;

57.6.2. Embarq 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. Embarq shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Embarq 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 links,
  - (b) A B- or D-link layer shall consist of four 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 Embarq STP is located. Interface to Embarq'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. Embarq 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 Embarq 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 Embarq 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 DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Embarq.
- 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 Embarq acts upon this forecast to its detriment, Embarq 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 DS-1 equivalents for the total traffic volume to Embarq.
  - 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 an Embarq 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 Embarq 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 Embarq 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 Embarq 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. USAGE MEASUREMENT**

- 60.1. 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.
- 60.2. 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.
- 60.3. 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.
  - 60.3.1. 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.

## **61. RESPONSIBILITIES OF THE PARTIES**

- 61.1. Embarq 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.
- 61.2. CLEC and Embarq 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.
- 61.3. CLEC and Embarq shall:
  - 61.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 61.3.2. Notify each other when there is any change affecting the service requested, including the due date.

- 61.3.3. 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.
- 61.3.4. 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.
- 61.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 61.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 61.3.7. Provide to each other test-line numbers and access to test lines.
- 61.3.8. 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**

### **62. INTRODUCTION**

- 62.1. 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:
- 62.2. 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.
- 62.3. 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.
  - 62.3.1. 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.
  - 62.3.2. 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.
  - 62.3.3. NXX Availability. Not all NXXs in each CO may be available for porting.
  - 62.3.4. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
  - 62.3.5. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
  - 62.3.6. 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.

### **63. TESTING**

- 63.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 63.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.
- 63.3. CLEC must be NPAC certified and have met Embarq 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.
- 63.4. 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.
- 63.5. 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 Embarq 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.

### **64. ENGINEERING AND MAINTENANCE**

- 64.1. 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.
- 64.2. 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.
- 64.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

### **65. E911/911**

- 65.1. 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.
- 65.2. 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.

**66. BILLING FOR PORTED NUMBERS**

- 66.1. 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.
- 66.2. Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Neither Party shall port telephone numbers of customers whose service has been suspended.

## **PART I – non-251 services**

### **67. CALL-RELATED DATABASES**

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

67.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

67.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Embarq'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.

67.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Embarq'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 Embarq 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. Embarq shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

(b) Embarq'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. Embarq 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 Embarq companies.

## **68. TRANSIT TRAFFIC**

- 68.1. Transit Service (non-251 service) means the delivery of Transit Traffic, i.e. Local Traffic or ISP-Bound Traffic originated by CLEC terminated to a third party LEC, ILEC, or CMRS provider or originated by a third party and terminated to CLEC using Embarq's tandem switch over the local/intraLATA interconnection trunks.
- 68.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq 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 Embarq, ~~and~~ (3) other CMRS carriers.
- 68.3. Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 68.4. Terms and Conditions
  - 68.4.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, Embarq shall have no obligation to resolve the dispute. CLEC acknowledges that Embarq does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party. Each Party acknowledges that the Transit Provider does not have any responsibility to pay any third party LEC, CLEC, or CMRS provider charges for termination or any transit traffic from the originating Party. Both Parties reserve the right no to pay such charges on behalf of the originating Party.
  - 68.4.2. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and a third party exceeds a DS1 equivalent of traffic, Embarq will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the



exchange of such traffic. Within sixty (60) days of when traffic exceeds this threshold, CLEC shall establish a direct interconnection with such third party. After sixty (60) days, if CLEC has not established a direct interconnection and if CLEC is exercising its best efforts to implement a direct connection with such third party, Embarq shall continue to transit the traffic. If Embarq disagrees that CLEC is using its best efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.

- 68.4.3. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. 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. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. 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.

#### 68.5. Payment Terms and Conditions

- 68.5.1. The originating Party shall pay to Embarq a transit service charge as set forth in Table One.
- 68.5.2. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses an Embarq access tandem to terminate a local or ISP-bound call to a third party LEC, CLEC or CMRS provider. CLEC may be required to compensate Embarq for transit charges for traffic originated by an ILEC, transited by Embarq and terminated to CLEC.

#### 68.6. Billing Records and Exchange of Data

- 68.6.1. 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.
- 68.6.2. Upon request by the terminating Party and to the extent possible, Embarq agrees to provide the terminating Party information on traffic originated by a third party CLECs or CMRS provider. To the extent Embarq incurs additional cost in providing this billing information, CLEC agrees to reimburse Embarq for its direct costs of providing this information.

- 68.6.3. 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.
- 68.7. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, Embarq may, but shall not be obligated to require CLEC to establish a direct connection with to the parties to whom they are sending traffic. Embarq also reserves the right to require CLEC to establish a direct connection to the third party if, in Embarq'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 60 days after Embarq 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, Embarq may thereafter charge CLEC for such transit service at Intrastate Access rates, or discontinue providing transit service to CLEC, at the sole discretion of Embarq, provided however, that Embarq shall exercise such discretion in a non-discriminatory manner.

## **69. INDIRECT TRAFFIC**

### **69.1. Exchange of Indirect Traffic**

- 69.1.1 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.
- 69.1.1. For purposes of exchanging Indirect Traffic there is not physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Indirect interconnection with Embarq shall only be allowed to the extent CLEC is interconnected at the tandem which Embarq's end office subtends.
- 69.1.2. CLEC must interconnect at the tandem switch which Embarq's end office subtends in order to exchange Indirect Traffic with Embarq.
- 69.1.3. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLEC and an Embarq end office exceeds a DS1 equivalent of traffic, Embarq will no longer allow indirect interconnection and CLEC must establish a direct interconnection with Embarq's end office for the mutual exchange

of traffic. Embarq will notify CLEC when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) Days of such notification CLEC shall establish a direct interconnection with Embarq's end office.

- 69.1.4. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit service.
- 69.1.5. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. .
- 69.1.6. 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.

## 69.2. Compensation for Indirect Traffic

- 69.2.1. Until Indirect Traffic 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 Embarq notifies CLEC in accordance with Section **Error! Reference source not found.**, CLEC will reimburse Embarq for any transit charges billed by an intermediary carrier for Local Traffic, ISP-Bound Traffic or VNXX Traffic originated by Embarq.

### 69.2.2. VNXX, Non-Local and Non-ISP-Bound Indirect Traffic

- 69.2.2.1. 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.
- 69.2.2.2. 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.

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

## **PART J - GENERAL BUSINESS REQUIREMENTS**

### **70. PROCEDURES**

#### **70.1. Contact with End Users**

- 70.1.1. 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.
- 70.1.2. 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.
- 70.1.3. Embarq shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid Embarq's marketing or sales efforts.

#### **70.2. Expedite and Escalation Procedures**

- 70.2.1. Embarq 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, Embarq 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.
  - 70.2.2. No later than thirty (30) Days after CLEC's request Embarq shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Embarq's unbundled Network Elements, features, functions, and resale services are inoperable.
- 70.3. Subscriber of Record. Embarq 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 Embarq with addresses to which Embarq shall send all such notices, invoices, and information.

#### **70.4. Service Offerings**

- 70.4.1. Embarq shall provide CLEC with access to new services, features and functions concurrent with Embarq'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.
- 70.4.2. **Essential Services.** For purposes of service restoral, Embarq shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own end users and applicable state law or regulation, if any.
- 70.4.3. **Blocking Services.** Upon request from CLEC, employing Embarq-approved LSR documentation, Embarq 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.
- 70.4.4. **Training Support.** Embarq shall provide training, on a non-discriminatory basis, for all Embarq 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.

### **71. ORDERING AND PROVISIONING**

- 71.1. **Ordering and Provisioning Parity.** Embarq 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.
- 71.2. **National Exchange Access Center (NEAC)**
  - 71.2.1. Embarq 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 Embarq's unbundled Network Elements, features, functions, and resale services.
  - 71.2.2. 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 am 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.

- 71.2.3. Embarq 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 Embarq's standard business hours and at other times as agreed upon by the parties to meet end user demand.
- 71.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Embarq 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.
- 71.4. CLASS and Custom Features. Where generally available in Embarq'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.
- 71.5. Number Administration/Number Reservation
  - 71.5.1. Embarq shall provide testing and loading of CLEC's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq 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 an Embarq NXX, Embarq shall provide the same range of number choices to CLEC, including choice of exchange number, as Embarq provides its own subscribers. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.
  - 71.5.2. In conjunction with an order for service, Embarq 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.
  - 71.5.3. For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Embarq provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

## 71.6. Service Order Process Requirements

### 71.6.1. Service Migrations and New Subscriber Additions

- (a) For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, Embarq 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, Embarq 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 Embarq. In addition, Embarq 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, Embarq, 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 Embarq holidays shall be performed at CLEC's expense.
- (f) A general Letter of Agency (LOA) initiated by CLEC or Embarq 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 Embarq. CLEC and Embarq 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.



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

71.6.3. Due Date

- (a) Embarq shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
- (b) Embarq 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) Embarq shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Embarq'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) Embarq 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, Embarq shall provide standard detail as defined by the OBF standards.
  - (iii) Embarq shall provide to CLEC the date that service is scheduled to be installed.

71.6.4. Order Rejections

- (a) Embarq shall reject and return to CLEC any order that Embarq 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, Embarq shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq shall reject any orders on account of the customer Desired Due Date conflicts with published Embarq order provisioning interval requirements.

#### 71.6.5. Service Order Changes

- (a) In no event will Embarq 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, Embarq 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 Embarq on behalf of CLEC, Embarq, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

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

71.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq 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.

71.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Embarq 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.

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

#### 71.11. Systems Interfaces and Information Exchanges

##### 71.11.1. General Requirements

- (a) Embarq 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, Embarq 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 Embarq.
- (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 Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.

71.11.2. For any prospective CLEC subscriber, Embarq 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 CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

- (a) The preordering Electronic Interface includes the provisioning of CPNI from Embarq 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, Embarq 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 95% of such end users, Embarq 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 Embarq, or if Embarq determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Embarq 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, Embarq will discontinue processing new service orders until, in Embarq's determination, CLEC has corrected the problem that caused the breach.
- (f) Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- (g) If CLEC and Embarq do not agree that CLEC has appropriate documentation or verification of a requested carrier change by a specific end user, or that Embarq has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

71.12. CLEC may use Embarq's ordering process (IRES) to:

- 71.12.1. 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 Embarq 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 Embarq 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.

71.13. Standards

- 71.13.1. General Requirements. CLEC and Embarq 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).

## **72. PROVISION OF USAGE DATA**

72.1. This Section sets forth the terms and conditions for Embarq'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. Embarq shall record for CLEC the messages that Embarq 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. Embarq 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) calendar days after transmission to the other party.

### **72.2. General Procedures**

72.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

72.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.

72.2.3. Embarq shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Embarq records those same services for Embarq end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

- (a) Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.
- (b) Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 72.2.7
- (c) Calls to Directory Assistance where Embarq provides such service to a CLEC end user.
- (d) Calls completed via Embarq-provided Operator Services where Embarq provides such service to CLEC's local service end user

and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.

(e) Access records related to long distance calling.

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

72.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Embarq shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Embarq may provide the data back-up at CLEC's expense.

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

72.2.6. Embarq 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 Embarq and CLEC.

72.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the CLEC or the CLEC's end user.

72.2.8. Embarq shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

72.2.9. Embarq shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

72.2.10. Embarq shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

72.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

72.2.12. Embarq 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.

### 72.3. Charges

72.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq 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.

72.3.2. Embarq will be responsible for returning EMI records to IXC's with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).

72.3.3. Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by CLEC as follows:

- (a) Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq 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 Embarq 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) Embarq agrees to provide information on the end-user's selection of special features where Embarq 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) Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill CLEC for additional copies of the monthly invoice.

72.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

#### 72.4. Central Clearinghouse and Settlement

72.4.1. Embarq and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

72.4.2. Embarq 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.

#### 72.5. Lost Data

72.5.1. 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 Embarq in its performance of the recording function shall be recovered by Embarq at no charge to CLEC. In the event the data cannot be recovered by Embarq, Embarq 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 Embarq and CLEC. This estimate shall be used to adjust amounts CLEC owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

- 72.5.2. **Partial Loss.** Embarq 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 72.5 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.
- 72.5.3. **Complete Loss.** When Embarq is unable to recover data as discussed in Section 72.5 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.
- 72.5.4. **Estimated Volumes.** From message and minute volume reports for the entity experiencing the loss, Embarq 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. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Embarq to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 72.5.5. 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.
- 72.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.
- 72.5.7. If the loss occurs on Mother's day or Christmas day, Embarq 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.



## **72.6. Testing, Changes and Controls**

**72.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Embarq.**

**72.6.2. Control procedures for all usage transferred between Embarq and CLEC shall be available for periodic review. This review may be included as part of an Audit of Embarq by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq 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 Embarq.**

### **72.6.3. Embarq Software Changes**

- (a) When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Embarq personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.**
- (b) Embarq 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 Embarq and shall arrange to have the data tested utilizing the modified software if required.**
- (d) If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to CLEC, Embarq shall notify CLEC.**

### **72.6.4. 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 Embarq.**
- (b) When the negotiated changes are to be implemented, CLEC and/or Embarq shall arrange for testing of the modified data.**

## **72.7. Information Exchange and Interfaces**

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

## **72.8. Rejected Recorded Usage Data**

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

## **73. GENERAL NETWORK REQUIREMENTS**

- 73.1. Embarq shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Embarq is able to test, in accordance with the terms and conditions of this Agreement.
- 73.2. During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide CLEC with maintenance support at Parity.
- 73.3. Embarq 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 and seven (7) days a week.
- 73.4. Embarq shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 73.5. Embarq 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.
- 73.6. All Embarq employees or contractors who perform repair service for CLEC end users shall follow Embarq standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:
  - 73.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and
  - 73.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Embarq 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 an Embarq end user.

- 73.7. Embarq 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 Embarq in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 73.8. Embarq shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Embarq may potentially impact CLEC end users.
- 73.9. 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.
- 73.10. On all misdirected calls from CLEC end users requesting repair, Embarq shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Embarq by CLEC. Once the Electronic Interface is established between Embarq and CLEC, Embarq agrees that CLEC may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 73.11. Upon establishment of an Electronic Interface, Embarq 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.
- 73.12. Embarq shall perform all testing for resold Telecommunications Services.
- 73.13. Embarq shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Embarq shall provide CLEC with the disposition of the trouble.
- 73.14. If Embarq 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.

#### **74. MISCELLANEOUS SERVICES AND FUNCTIONS**

##### **74.1. General**

74.1.1. To the extent that Embarq does not provide the services described in this Section 743 to itself, CLEC must contract directly with the service provider for such services.

##### **74.1.2. Basic 911 and E911 General Requirements**

- (a) Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- (b) Basic 911 and E911 functions provided to CLEC for unbundled local switching and resale shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.
  - (i) In a resale situation, where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with CLEC data in an interval at Parity with that experienced by Embarq end users.
  - (ii) Embarq 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.
- (c) In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), CLEC shall participate in the provision of the 911 System as follows:
  - (i) Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
  - (ii) Host Embarq shall be responsible for maintaining the E-911 database. Embarq shall be responsible for maintaining the E-911 routing database.
- (d) If a third party is the primary service provider 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 Embarq makes no representations on behalf of the third party.

**74.1.3. The following are Basic 911 and E911 Database Requirements**

- (a) The ALI database shall be managed by Embarq, but is the property of Embarq 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 Embarq for inclusion in Embarq's ALI database on a timely basis.
- (d) Embarq and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Embarq shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Embarq 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 Embarq 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 Embarq.
- (f) CLEC shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) business days of receiving the data from CLEC. If Embarq 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 Embarq. CLEC shall respond to requests from Embarq 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) Embarq 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.

#### 74.2. Directory Listings Service Requests

- 74.2.1. These requirements pertain to Embarq's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.
- 74.2.2. When implemented by the Parties, Embarq 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, Embarq shall create a standard format and order process by which CLEC can place an order with a single point of contact within Embarq.

74.2.3. Embarq will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

- (a) Migrate with no Changes. 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 Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
- (c) Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
- (d) To ensure accurate order processing, Embarq or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
  - (e) A matrix of NXX to central office;
  - (f) Geographical maps if available of Embarq service area;
  - (g) A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
  - (h) Listing format rules;
  - (i) Standard abbreviations acceptable for use in listings and addresses;
  - (j) Titles and designations; and
  - (k) A list of all available directories and their Business Office close dates

74.2.4. Based on changes submitted by CLEC, Embarq 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) Are Non-Published, Non-Listed, or Listed.

- 74.2.5. Embarq shall not charge for storage of CLEC subscriber information in the DL systems.
- 74.2.6. CLEC shall not charge for storage of Embarq subscriber information in the DL systems.
- 74.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Embarq shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Embarq.
  - 74.3.1. This Section 74.3 pertains to listings requirements published in the traditional white pages.
  - 74.3.2. Embarq shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Embarq territories where CLEC is providing local telephone exchange services and has submitted a DSR.
  - 74.3.3. Embarq agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Embarq and other LEC customers.
  - 74.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide CLEC with the appropriate format for provision of CLEC customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
  - 74.3.5. Embarq agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System

initially, and when Service Orders are entered in order to process a requested change to directory records.

- 74.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 74.3.7. In addition to a basic White Pages listing, Embarq 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.
- 74.3.8. Embarq, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Embarq's service territory at no additional charge to CLEC at times of regularly scheduled distribution to all customers. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other CLEC customers.
- 74.3.9. Embarq 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 will conform to applicable Embarq 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.
- 74.3.10. Embarq will accord CLEC customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Embarq and Embarq'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. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Embarq and CLEC will not be deemed a violation of this confidentiality provision.
- 74.3.11. Embarq will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.



- 74.4. Other Directory Services. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 74.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 74.4 are not binding upon Embarq's directory publisher.
- 74.4.1. Embarq's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.
- 74.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.
- 74.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.
- 74.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 74.3.910 may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 74.4.5. Directory publisher maintains 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.
- 74.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Embarq shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

## **74.6. Systems Interfaces and Exchanges**

### **74.6.1. Directory Assistance Data Information Exchanges and Interfaces**

#### **(a) Subscriber List Information**

- (b)** Embarq shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

- (c)** CLEC shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

## **74.7. Listing Types**

<b>LISTED</b>	The listing information is available for all directory requirements.
<b>NON-LISTED</b>	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
<b>NON-PUBLISHED</b>	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.

## **PART K – REPORTING STANDARDS**

### **75. GENERAL**

- 75.1. Embarq 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, Embarq's performance under this agreement shall be provided to CLEC at parity with the performance Embarq provides itself for like service(s).

## **PART L – COLLOCATION**

### **76. SCOPE OF COLLOCATION TERMS**

- 76.1. Embarq will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 U.S.C. § 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 U.S.C. § 251(c)(6)).
- 76.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Embarq 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.
- 76.3. This Agreement states the general terms and conditions upon which Embarq 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 Embarq or others in accordance with this Agreement.

### **77. TERMINATION OF COLLOCATION SPACE**

- 77.1. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Embarq. 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 Embarq until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to Embarq in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 77.2. 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.
- 77.3. 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 Embarq 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.

- 77.4. Should Embarq under any Section of this Agreement remove any of CLEC's equipment from its collocation space, Embarq will deliver to CLEC any equipment removed by Embarq only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq 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.
- 77.5. CLEC shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 77.6. If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq 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 Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user customers. In such cases, Embarq will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 77.7. If it becomes necessary in Embarq'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 Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

## **78. COLLOCATION OPTIONS**

- 78.1. Embarq will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq 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.
- 78.2. Embarq will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Embarq 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, Embarq 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 Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

78.2.1. Embarq has the right to review CLEC's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

78.3. 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 Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar 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.

78.3.1. As Host, CLEC will be the sole interface and responsible party to Embarq 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, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.

78.3.2. Embarq 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 Embarq utilize a shared collocation cage, Embarq will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocater.

- 78.3.3. 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.
- 78.4. Embarq 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 Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting Telecommunications Carriers pursuant to an application submitted under Section 79.
- 78.4.1. 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 Embarq 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.
- 78.4.2. Embarq maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) calendar 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. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 78.4.3. Embarq 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 Embarq's.
- 78.4.4. Subject to CLEC being on the waiting list, in the event that space in an Embarq Premises becomes available, Embarq will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Embarq 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 Embarq Premises.
- 78.5. To the extent possible, Embarq will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

- 78.6. Embarq 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 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).
- 78.6.1. CLEC may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 78.6.2. Virtually collocated equipment shall be purchased by CLEC. Embarq 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.
- 78.6.3. Embarq 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 Embarq, Embarq'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 Embarq or causes beyond the control of Embarq;
  - (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 Embarq, 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 Embarq.
- 78.6.4. CLEC warrants that Embarq shall have quiet enjoyment of the equipment. Embarq 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 Embarq and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Embarq. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Embarq 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 Embarq'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, Embarq may give written notice to CLEC and all of Embarq's obligations relating to the affected equipment shall terminate immediately.

78.6.5. Embarq'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.

## **79. DEMARCATION POINT**

- 79.1. Embarq 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, Embarq 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 Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.
- 79.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 79.3. 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, Embarq 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, Embarq must still provide and install the required DC power panel.

## **80. APPLICATION PROCESS**

- 80.1. Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, Embarq will provide a then current collocation application form (the "Application") to CLEC. 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.
  - 80.1.1. CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. 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. Embarq will not process an Application until both the Application and the applicable Application fee are received.

- 80.1.2. 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 Embarq, 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.
- 80.1.3. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
- 80.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Embarq (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 80.2. If CLEC wishes Embarq 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 Embarq to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Embarq 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. Embarq will not select for CLEC the type of collocation to be ordered.
- 80.3. Within ten (10) Days after receiving CLEC's Application for collocation, Embarq will inform CLEC whether the Application meets each of Embarq'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 Embarq maintains. If Embarq informs CLEC that there is a deficiency in an Application, Embarq will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

- 80.4. 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.
- 80.5. Embarq 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.
- 80.5.1. Embarq 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.
- 80.5.2. In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 80.6. After notifying the CLEC that Embarq has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), Embarq 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 Embarq within five (5) Days of the Denial of Application.
- 80.6.1. If CLEC contests Embarq'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 Section 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 80.6.2. On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 80.6.3. Embarq 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 an Embarq Premises and challenges Embarq 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, Embarq will advise CLEC as to its position on the list.

- 80.6.4. If CLEC's Application for Physical Collocation is denied due to lack of space, Embarq 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.
- 80.6.5. Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 80.7. Embarq 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.
- 80.8. 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. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, CLEC does not notify Embarq that physical collocation should proceed.
- 80.9. CLEC will indicate its intent to proceed with equipment installation in an Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If CLEC makes changes to its Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 80.10. Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

## **81. SPACE RESERVATION**

- 81.1. 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 79. Neither Embarq, 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.

## **82. PROVISIONING INTERVALS**

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

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

### **83. CONSTRUCTION AND COMMENCEMENT OF BILLING**

- 83.1. Embarq shall permit CLEC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such CLEC subcontractor shall be subject to Embarq's security standards. Embarq reserves the right to reject any CLEC subcontractor upon the same criteria that Embarq would use on its own subcontractors. CLEC will notify Embarq in writing when construction of physical collocation space is complete.
- 83.2. Embarq 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 Embarq when CLEC has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Embarq is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Embarq 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 Embarq 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.
- 83.3. To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq 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 Embarq as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.
- 83.4. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq 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. Embarq 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. Embarq must advise CLEC if extraordinary costs will be incurred.

- 83.5. 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.
- 83.6. Embarq will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq 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.
- 83.7. CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse Embarq 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.

#### **84. EQUIPMENT**

- 84.1. CLEC may only locate equipment necessary for interconnection to Embarq or accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).
- 84.2. 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 Embarq approved contractor on the CLEC's behalf. No CLEC equipment or supplies may be delivered (other than by CLEC or their Embarq 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.
- 84.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of CLEC's equipment, citing safety standards, Embarq must provide

to CLEC within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Embarq will not prevent or otherwise delay installation of the disputed equipment in the collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.

- 84.4. CLEC must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If CLEC fails to place operational telecommunications equipment in the collocated space and either interconnect to Embarq or install UNEs to its collocation arrangement (per 47 U.S.C 251 Section 251(c )(6)) within one-hundred-eighty (180) Days of CLEC's acceptance of Embarq's price quote, or other time period mutually agreed to by the CLEC and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Embarq 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.
- 84.5. If CLEC has provisioned services to any customers without being in compliance with 84.4 above, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

## **85. AUGMENTS AND ADDITIONS**

- 85.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
- 85.2. 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 Embarq, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments fee will apply. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC

power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light.

- 85.3. CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

## **86. USE OF COMMON AREAS**

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



service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Embarq.

## **87. CO-CARRIER CROSS CONNECTION**

87.1. Co-carrier cross-connects ("CCXCs") are connections between CLEC and another collocated Telecommunications Carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq Premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled Network Elements. Embarq shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.

87.1.1. Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. Embarq will provide connections between CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.

87.1.2. Embarq, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same Embarq Premises without application.

87.1.3. In those cases where CLEC's Virtual and/or Physical Collocation space is adjacent in the Central Office, CLEC may have the option, at Embarq's sole discretion, of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

87.2. The term "Adjacent" in this Section 87 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

## **88. RATES**

88.1. The rates for collocation are listed on Table Two.

88.2. If CLEC is the first collocater in the Embarq premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

88.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.

**88.4. Facility Modifications**

88.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

88.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

88.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

88.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

88.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

**89. EMBARQ SERVICES AND OBLIGATIONS**

89.1. Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Embarq in its Application which CLEC hereby represents

to Embarq is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the building or any equipment or facilities of Embarq or any other occupant of the building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

89.1.1. If CLEC locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

89.2. If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.

89.2.1. CLEC covenants and agrees that Embarq shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.

89.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.

89.2.3. Central office power supplied by Embarq into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.

- 89.2.4. Embarq shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.
- 89.2.5. Embarq power equipment supporting CLEC's equipment shall:
- (a) Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar Embarq equipment;
  - (b) Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Embarq equipment;
  - (c) Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
  - (d) Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and
  - (f) Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 89.2.6. Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 89.2.7. Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 89.2.8. Embarq will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Embarq facility. Embarq shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 89.3. Embarq shall provide fire protection systems in Embarq buildings and on Embarq premises as required by Federal and State regulatory rules and in full compliance with local ordinances. Embarq shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.

- 89.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
- 89.3.2. Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Embarq and Embarq's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in Embarq's sole discretion, such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Embarq for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Embarq.
- 89.3.3. CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of Embarq, its officers, agents or employees.
- 89.4. Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, building and Premises, in a manner consistent with Embarq's normal business practices.
  - 89.4.1. Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

- 89.4.2. Embarq shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. CLEC shall pay Embarq for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.
- 89.4.3. The cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.
- 89.5. Embarq shall provide CLEC with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is known to be a service affecting activity. Embarq will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.
- 89.6. Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.
- 89.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Embarq liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Embarq for damages for interruption or stoppage of service.
- 89.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the building, common areas, Collocation Space and common cable space.

- 89.7.1. Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.
- 89.7.2. Embarq reserves the right to require all persons entering or leaving the Premises during such hours as Embarq may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises.
- 89.8. Embarq shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Embarq will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
- 89.8.1. Embarq may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Embarq's access rights, except in the event such damages result solely from the willful misconduct of Embarq.
- 89.8.2. Embarq may use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

## **90. CLEC'S OBLIGATIONS**

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



more stringent for CLEC than Embarq requires for its own employees or Embarq's contractors.

- 90.2.8. Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
- 90.2.9. CLEC agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Embarq Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 90.2.10. CLEC shall post in a prominent location visible from the common building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. CLEC shall promptly update this information as changes occur.
- 90.3. CLEC will provide Embarq with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Embarq equipment located in CLEC facility. CLEC shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.
- 90.4. CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 90.5. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.
- 90.6. CLEC shall provide Embarq with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known service affecting activity. CLEC will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

- 90.7. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 90.8. CLEC shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocation Space.
- 90.8.1. If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Embarq and CLEC shall reimburse Embarq for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the building.
- 90.9. CLEC shall identify and shall notify Embarq in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLEC will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 90.9.1. CLEC shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.
- 90.9.2. If Embarq discovers that CLEC has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may, at Embarq's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Embarq, the complete remediation of any releases or

other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Embarq and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

90.9.3. CLEC shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

90.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

90.10. CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

90.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site

specific basis prior to equipment installation. CLEC agrees to provide Embarq with equipment profile information prior to installation authorization.

- 90.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the building, or on the Collocation Space, without the prior written consent of Embarq.
- 90.10.3. CLEC shall not use the name of the building or Embarq for any purpose other than that of the business address of CLEC, or use any picture or likeness of the building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.
- 90.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.
- 90.10.5. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.
- 90.10.6. CLEC shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 90.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 90.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

- 90.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 90.11. CLEC, its employees, agents, contractors, and business invitees shall:
- 90.11.1. comply with all rules and regulations which Embarq may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the Premises and the Collocation Space and its tenants and occupants, and
  - 90.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 90.12. CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.
- 90.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. CLEC shall permit Embarq to inspect all construction operations within the Collocation Space.
  - 90.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
  - 90.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.

- 90.13. **Fireproofing Policy.** CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the building or otherwise, shall be sealed as quickly as possible by CLEC with Embarq-approved fire barrier sealants, or by Embarq at CLEC's cost.
- 90.14. **Equipment Grounding.** CLEC equipment shall be connected to Embarq's grounding system.
- 90.15. **Representations and Warranties.** CLEC hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **91. BUILDING RIGHTS**

### **91.1. Embarq may, without notice to CLEC:**

- 91.1.1. Change the name or street address of the Premises;
- 91.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
- 91.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
- 91.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
- 91.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
- 91.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at CLEC's sole risk and responsibility;

- 91.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;
- 91.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
- 91.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
- 91.1.10. Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed from time to time by Embarq subject to CLEC's right to access.
- 91.2. If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 91.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

## **92. INDEMNIFICATION**

- 92.1. CLEC shall indemnify and hold Embarq harmless from any and all claims arising from:
  - 92.1.1. CLEC's use of the Collocation Space;

- 92.1.2. the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
  - 92.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and
  - 92.1.4. any negligence of the CLEC, or any of CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 92.2. If any action or proceeding is brought against Embarq by reason of any such claim, CLEC, upon notice from Embarq, shall defend same at CLEC's expense employing counsel satisfactory to Embarq.
- 92.3. CLEC shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce CLEC's liability under this Section.
- 92.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Embarq written notice thereof as soon as CLEC obtains such knowledge.
  - 92.3.2. CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.
  - 92.3.3. If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

### **93. PARTIAL DESTRUCTION**

- 93.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty,



Embarq notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Embarq does not elect to terminate CLEC's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.

- 93.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless Embarq otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, CLEC shall reimburse Embarq for the cost of such repairs, or CLEC shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.
- 93.3. If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

#### **94. EMINENT DOMAIN**

- 94.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to CLEC for such cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

#### **95. ASBESTOS**

- 95.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of

asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

## **96. MISCELLANEOUS**

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

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

**“Embarq  
”**

**“CLEC”**

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

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

Name : William E. Cheek

Name: \_\_\_\_\_

Title: President – Wholesale Markets

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Table One**

KEY CODES			7/31/2007
MRC	NRC		
		Other than Operator / DA	13.85%
		Op Assist / DA	18.07%
		Message Provisioning, per message	\$0.000684
		Data Transmission, per message	\$0.00000
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)	\$18.00
		Temporary Suspension of Service for Resale - SUSPEND	\$0.00
		Temporary Suspension of Service for Resale - RESTORE	\$21.00
		PIC Change Charge, per change	Per Tariff
		Operator Assistance / Directory Assistance Branding	ICB
I0005		Tag and Label on a reinstall loop or an existing loop or resale	\$8.80
I0007		Trip Charge	\$18.30
I0008		Manual Service Order NRC	\$16.74
I0009		Manual Service Order - Listing Only	\$16.74
I0010		Manual Service Order - Change Only	\$16.74
I0011		Electronic Service Order (IRES)	\$9.26
I0012		Electronic Service Order - Listing Only	\$9.26
I0013		Electronic Service Order - Change Only	\$9.26
I0014		2-Wire Loop Cooperative Testing	\$38.55
I0015		4-Wire Loop Cooperative Testing	\$47.35
I0016		Trouble Isolation Charge	\$71.32
I0017		Change Telephone Number, per change	\$9.26
		LNP Coordinated Conversion - Lines 1 -10	\$66.33
		LNP Coordinated Conversion - Each additional line	\$4.79
		LNP Conversion - 10 Digit Trigger	\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (Includes EEL)	
I0018		DS1 Loop, per circuit	\$103.49

	I0019	DS1 Transport, per circuit		\$103.49
		DS3 Loop, per circuit		ICB
		DS3 Transport, per circuit		ICB
		Loop Make-Up Information		\$10.69
		<b>2-Wire Analog</b>		
I0020		Band 1	\$21.28	
I0021		Band 2	\$22.21	
I0022		Band 3	\$35.19	
I0023		Band 4	\$44.01	
		Band 5	\$86.48	
	I0027	First Line		\$88.16
	I0028	Second Line and Each Additional Line (same time)		\$29.65
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$42.84
	I0030	Disconnect		\$42.82
		<b>4-Wire Analog</b>		
I0031		Band 1	\$69.74	
I0032		Band 2	\$73.13	
I0033		Band 3	\$96.36	
I0034		Band 4	\$110.70	
		Band 5	\$182.40	
	I0038	First Line		\$110.30
	I0039	Second Line and Each Additional Line (same time)		\$51.75
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$61.50
	I0041	Disconnect		\$42.82
		<b>2-Wire xDSL - Capable Loop</b>		
I0042		Band 1	\$21.28	
I0043		Band 2	\$22.21	
I0044		Band 3	\$35.19	
I0045		Band 4	\$44.01	
		Band 5	\$86.48	
	I0049	First Line		\$88.16
	I0050	Second Line and Each Additional Line (same time)		\$29.65
	I0051	Re-install (Cut Thru and Dedicated/Vacant)		\$42.84
	I0052	Disconnect		\$42.82
		<b>4-Wire xDSL - Capable Loop</b>		
		Band 1	\$69.74	
		Band 2	\$73.13	
		Band 3	\$96.36	

		Band 4	\$110.70	
		Band 5	\$182.40	
		First Line		\$110.30
		Second Line and Each Additional Line (same time)		\$51.75
		Re-install (Cut Thru and Dedicated/Vacant)		\$61.50
		Disconnect		\$42.82
		<b>2-Wire Digital Loop</b>		
I0064		Band 1	\$21.28	
I0065		Band 2	\$22.21	
I0066		Band 3	\$35.19	
I0067		Band 4	\$44.01	
		Band 5	\$86.48	
	I0071	First Line		\$88.16
	I0072	Second Line and Each Additional Line (same time)		\$29.65
	I0073	Disconnect		\$42.82
		<b>2-Wire ISDN-BRI Digital Loop</b>		
I0074		Band 1	\$34.12	
I0075		Band 2	\$35.28	
I0076		Band 3	\$56.76	
I0077		Band 4	\$69.66	
		Band 5	\$143.90	
	I0081	First Line		\$88.16
	I0082	Second Line and Each Additional Line (same time)		\$29.65
	I0083	Disconnect		\$42.82
		<b>4-Wire Digital Loop (no electronics)</b>		
		Band 1	\$69.74	
		Band 2	\$73.13	
		Band 3	\$96.36	
		Band 4	\$110.70	
		Band 5	\$182.40	
		First Line		\$110.30
		Second Line and Each Additional Line (same time)		\$51.75
		Disconnect		\$42.82
		<b>Digital 56k/64k Loop</b>		
I0094		Band 1	\$71.94	
I0095		Band 2	\$51.31	
I0096		Band 3	\$61.10	
I0097		Band 4	\$87.50	
		Band 5	\$116.77	
	I0101	First Line		\$202.82
	I0102	Second Line and Each Additional Line (same time)		\$144.31
	I0103	Disconnect		\$43.47
		<b>DS1 Service and ISDN PRI Loop</b>		

I0104	Band 1	\$76.66	
I0105	Band 2	\$111.58	
I0106	Band 3	\$184.39	
I0107	Band 4	\$276.49	
	Band 5	\$509.60	
I0111	First Line		\$282.07
I0112	Second Line and Each Additional Line (same time)		\$223.52
I0113	Disconnect		\$42.82
	<b>DS3 Service</b>		
	Add DS3 to existing fiber system	ICB	\$107.01
	Disconnect		\$17.23
	<b>Load Coil Removal</b> for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.39
	Conditioning Engineering Charge - per loop		\$78.40
	Conditioning Trip Charge - per loop		\$22.84
	The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
	<b>Load Coil Removal: Loops 18kft or longer</b>		
	Unload cable pair, per Underground location		\$186.07
	Unload Addtl cable pair, UG same time, same location and cable		\$1.13
	Unload cable pair, per Aerial Location		\$76.96
	Unload Addtl cable pair, AE or BU, same time, location and cable		\$1.13
	Unload cable pair, per Buried Location		\$109.26
	<b>Bridged Tap or Repeater Removal - Any Loop Length</b>		
	Remove Bridged Tap or Repeater, per Underground Location		\$186.38
	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$1.44
	Remove Bridged Tap or Repeater, per Aerial Location		\$77.27
	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.44
	Remove Bridged Tap or Repeater, per Buried Location		\$109.57
	Sub-Loops Interconnection (Stub Cable)		ICB
	<b>2 Wire Voice Grade and Digital Data Distribution</b>		
I0114	Band 1	\$12.07	
I0115	Band 2	\$13.37	
I0116	Band 3	\$17.94	
I0117	Band 4	\$26.93	
	Band 5	\$48.97	
I0121	First Line		\$92.81
I0122	Second Line and Each Additional Line (same time)		\$34.30

	I0123	Disconnect		\$46.46
		<b>4 Wire Voice Grade and Digital Data Distribution</b>		
I0124		Band 1	\$24.14	
I0125		Band 2	\$26.74	
I0126		Band 3	\$43.47	
I0127		Band 4	\$53.86	
		Band 5	\$97.94	
	I0131	First Line		\$120.29
	I0132	Second Line and Each Additional Line (same time)		\$61.74
	I0133	Disconnect		\$46.49
	DOH00	DS1	Refer to Dedicated Transport Tab	\$94.90
		DS1 Disconnect		\$17.23
	DOH01	DS3	Refer to Dedicated Transport Tab	\$94.90
		DS3 Disconnect		\$17.23
		<b>Multiplexing elements are only relevant in conjunction with UNE transport.</b>		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$144.72	\$94.90
		DS1-DS0 Disconnect		\$17.23
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	\$252.07	\$94.90
		DS3-DS1 Disconnect		\$17.23
		<b>Dark Fiber Application &amp; Quote Preparation Charge</b>		\$247.09
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		<b>Transport</b>		
		Interoffice, per foot per fiber - Statewide Average	\$0.00250	
		<b>Additional Charges Applicable to Transport</b>		
		Fiber Patch Cord, per fiber	\$0.40	
		Fiber Patch Panel, per fiber	\$1.37	
		Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$178.00
		Dark Fiber End-to-End Testing, Initial Strand		\$61.90
		Dark Fiber End-to-End Testing, Subsequent Strand		\$17.30



		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		End Office - per MOU	\$0.003897	N/A
		Tandem Switching - per MOU	\$0.002435	N/A
		Shared Transport - per MOU	\$0.001641	N/A
				N/A
		Transit Service Charge - per MOU	\$0.005000	
		Local Number Portability query (LNP) - Contracted	\$0.00030	
		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		Operator Services		Refer to Applicable Retail Tariff
		Directory Assistance Services		Refer to Applicable Retail Tariff
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$94.90
		Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$144.72	\$94.90
		DS0 911 Per Port (minimum of 2 DS0's required)	\$19.10	ICB
	I0001	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00

Loop Banding		
Exchange Name	CLLI	Band
Mason	MASNOHXAR	1
Bellefontaine	BLLFOHXA	2
Defiance	DFNCOHXA	2
Lima XAH	LIMAOHXA	2
Lima XBH	LIMAOHXBH	2
Madisonburg	MDBROHXAR	2
Mansfield XAH	MNFDOHXA	2
Mansfield XCR	MNFDOHXCR	2
Mansfield XDR	MNFDOHXDR	2
Rittman	RTMNOHXAR	2
South Lebanon	SLBNOHXAR	2
Woodland	WLDROHXA	2
Warren XAH	WRRNOHXA	2
Warren XBH	WRRNOHXBH	2
Warren XER	WRRNOHXER	2
Warren XFR	WRRNOHXFR	2
Warren XGR	WRRNOHXGR	2
Waterville	WTVLOHXAR	2
Ada	ADA OHXAR	3
Bucyrus	BCYROHXAR	3
Bluffton	BFTNOHXAR	3
Bellville	BLVLOHXAR	3
Delphos	DLPHOHXA	3
Greenville	GNVLOHXA	3
Lebanon	LBNNOHXA	3
Lordstown	LRTWOHXAR	3
Lexington	LXTNOHXAR	3
Millersburg	MLBGOHXA	3
Mansfield XBR	MNFDOHXBR	3
Morrow	MRRWOHXAR	3
Mount Gilead	MTGLOHXA	3
Mount Vernon	MTVROHXA	3
Marysville	MYVIOHXA	3
Napoleon	NPLNOHXA	3
Newton Falls	NWFLOHXAR	3
Orrville	ORVLOHXA	3
Russells Point XAS	RSPNOHXAS	3
Sidney	SDNYOHXA	3
Shelby	SHLBOHXA	3
Van Wert	VNWROHXAR	3
Wooster	WSTROHXA	3
Waynesville	WYVLOHXAR	3

Alger	ALGROHXAR	4
Alexandria	ALXNOHXAR	4
Anna	ANNAOHXAR	4
Apple Creek	APCKOHXAR	4
Archbold	ARCHOHXAR	4
Arcanum	ARCNOHXAR	4
Bristolville	BIVLOHXAS	4
Berlin Center	BRCTOHXAR	4
Bradford	BRFROHXAR	4
Botkins	BTKNOHXAR	4
Butler	BTLROHXAR	4
Beaverdam	BVRDOHXAR	4
Cairo	CARAOHXAR	4
Crooksville	CKVLOHXAR	4
Camden	CMDNOHXAR	4
Centerburg	CNBGOHXAR	4
Cortland	CRLDOHXAR	4
Damascus	DMSCOHXAR	4
Eaton	EATNOHXAR	4
East Liberty	ELBLOHXAR	4
Fredericktown	FRTWOHXAR	4
Glouster	GLSTOHXAS	4
Gettysburg	GTBGOHXAS	4
Hebron	HBROHXAR	4
Jefferson	JFSAOHXAR	4
Johnston	JHTNOHXAR	4
Johnstown	JHTWOHXAR	4
Luckey	LCKYOHXAR	4
Lake Milton	LKMLOHXAH	4
Leavittsburg	LVBGOHXAR	4
Moline	MOLNOHXAR	4
Marengo	MRNGOHXAR	4
Metamora	MTMOOHXAR	4
North Lewisburg	NLBGOHXAS	4
New Madison	NWMSOHXAR	4
New Paris	NWPROHXAR	4
Ottawa	OTWAOHXAR	4
Pataskala	PTSKOHXAH	4
Richfield Center	RCCTOHXAR	4
Smithville	SMVLOHXAR	4
Sunbury	SNBYOHXBR	4
Sterling	STNGOHXAR	4
Stony Ridge	STRGOHXAH	4
Stryker	STRYOHXAR	4
Swanton	SWTNOHXAR	4
Utica	UTICOHXAR	4
Versailles	VRSLHXAR	4
Wauseon	WASNOHXAH	4
Woodville	WDVLOHXAS	4

Windham	WNHMOHXAS	4
Adario	ADAROHXAR	5
Adamsville	ADVLOHXAS	5
Andover	ANDVOHXA	5
Ansonia	ANSOOHXAS	5
Big Prairie	BGPROHXAR	5
Belle Center	BLCTOHXAR	5
Bloomdale	BMDLOHXAS	5
Bartlett	BRTLOHXAS	5
Chesterhill	CHHLOHXAR	5
Chesterville	CHVLOHXAS	5
Caledonia	CLDNOHXAS	5
Cardington	CRDGOHXAR	5
Croton	CRTOOHXAR	5
Chatfield	CTFDOHXAR	5
Cygnets	CYGTOHXAS	5
Danville	DANKOHXAR	5
Degraff	DGRFOHXAR	5
Dunkirk	DNKROHXAS	5
Deshler	DSHLOHXAR	5
Eldorado	ELDROHXAR	5
Elida	ELIDOHXAR	5
Florida	FLRDOHXAR	5
Fredericksburg	FRBGOHXAR	5
Fort Loramie	FTLROHXAR	5
Frazeyburg	FZBGOHXAS	5
Glenmont	GLMTOHXAR	5
Gambier	GMBROHXAR	5
Gomer-Rimer	GOMROHXAS	5
Greene	GRNEOHXAR	5
Green Springs	GRSPOHXAS	5
Grelton/Malinta	GRTNOHXAS	5
Hollansburg	HLBGOHXAS	5
Holgate	HLGTOHXAR	5
Hamler	HMLROHXAS	5
Holmesville	HMVLOHXAR	5
Huntsville	HNVIOHXAR	5
Hartford	HRFROHXAR	5
Jewell	JEWLOHXAR	5
Johnsville	JHVLOHXAR	5
Jackson Center	JKCTOHXAR	5
Junction City	JNCYOHXAS	5
Kidron	KDRNOHXAR	5
Killbuck	KLBCOHXAR	5
Kinsman	KNMNOHXAR	5
Liberty Center	LBCTOHXAR	5
Lafayette	LFYTOHXAR	5
Lucas	LUCSOHXAR	5
Lykens	LYKNOHXAR	5

Lyons	LYNSOHXAR	5
McConnelsville	MCNVOHXA	5
Magnetic Springs	MGSPOHXAS	5
Milford Center	MLCTOHXAR	5
Martinsburg	MRBGOHXAR	5
Marshallville	MRVLOHXAR	5
Mount Sterling	MTSTOHXAS	5
Mount Victory	MTVCOHXAS	5
North Benton	NBENOHXAR	5
Nashville	NSVLOHXAR	5
New Winchester	NWCHOHXAR	5
New Lyme	NWLYOHXAR	5
Old Fort	OLFTOHXAR	5
Pennsville	PEVLOHXAS	5
Portage	PRTGOHXAR	5
Rockford	RCFROHXAS	5
Ridgeway	RDWYOHXAR	5
Reinersville	RNRVOHXAR	5
Rosburg	RSBGOHXAR	5
Rushsylvania	RSHSOHXAR	5
Rising Sun	RSNGOHXAS	5
Rosewood	RSWDOHXAR	5
Raymond	RYMNOHXAR	5
Shiloh	SHLHOHXAR	5
Shreve	SHRVOHXAR	5
Stockport	STPTOHXAS	5
Venedocia	VNDCOHXAR	5
West Liberty	WLBTOHXAR	5
West Manchester	WMCHOHXAR	5
West Mansfield	WMFDOHXAR	5
Westminster	WMNSOHXAR	5
Waynesfield	WYFDOHXAR	5
Wayland	WYLDOHXAR	5
York Center	YRCTOHXAS	5

Key Codes			Cell to Cell		Route (Exchange to Exchange)		Dedicated	Dedicated
DST	DST	Rate	Originating	Terminating	Originating	Terminating	DST Rate	DST Rate
D0140	D1140	140	ADAOHXARS1	ALGROHXARS1	Ada	Alger	\$203.13	\$4,686.21
D0017	D1017	17	ADAOHXARS1	DNKROHXARS1	Ada	Dunkirk	\$203.13	\$4,686.21
D0141	D1141	141	ADAOHXARS1	LFYTOHXARS1	Ada	Lafayette	\$203.13	\$4,886.21
D0058	D1058	58	ADAOHXARS1	LIMAOHXA22H	Ada	Lima	\$203.13	ICB
D0001	D1001	1	ADAROHXARS1	MNFDOHXAPS0	Adario	Mansfield	\$234.63	\$5,392.01
D0096	D1096	96	ADAROHXARS1	SHLHOHXARS1	Adario	Shiloh	\$234.63	\$5,392.01
D0142	D1142	142	ALGROHXARS1	WMNSOHXARS2	Alger	Westminster	\$203.13	\$4,686.21
D0264	D1264	264	ALXNOHXARS1	JHTWOHXARS1	Alexandria	Johnstown	\$149.54	\$3,165.78
D0097	D1097	97	ANDVOHXARS1	KNMNOHXARS2	Andover	Kinsman	\$1,308.32	\$35,596.29
D0029	D1029	29	ANNAOHXARS1	BTKNOHXARS1	Anna	Botkins	\$382.51	\$7,970.48
D0047	D1047	47	ANNAOHXARS1	FTLROHXARS1	Anna	Fort Loramie	\$239.87	\$4,536.74
D0022	D1022	22	ANNAOHXARS1	JKCTOHXARS1	Anna	Jackson Center	\$113.55	\$2,001.49
D0548	D1548	548	ANNAOHXARS1	LIMAOHXA22H	Anna	Lima	\$430.91	ICB
D0231	D1231	231	ANNAOHXARS1	SDNYOHXA49C	Anna	Sidney	\$113.55	\$2,001.49
D0021	D1021	21	ANSOOHXARS1	ARCNOHXARS1	Ansonia	Arcanum	\$633.02	\$15,544.55
D0098	D1098	98	ANSOOHXARS1	BRFROHXARS1	Ansonia	Bradford	\$126.32	\$2,535.25
D0099	D1099	99	ANSOOHXARS1	GNVLOHXA54E	Ansonia	Greenville	\$126.32	\$2,535.25
D0100	D1100	100	ANSOOHXARS1	GTBGOHXARS1	Ansonia	Gettysburg	\$126.32	\$2,535.25
D0211	D1211	211	ANSOOHXARS1	HLBGOHXA997	Ansonia	Hollansburg	\$633.02	\$15,544.55
D0002	D1002	2	ANSOOHXARS1	NWMSOHXARS1	Ansonia	New Madison	\$633.02	\$15,544.55
D0168	D1168	168	ANSOOHXARS1	RSBGOHXARS1	Ansonia	Rosburg	\$126.32	\$2,535.25
D0101	D1101	101	ANSOOHXARS1	VRSLOHXARS1	Ansonia	Versailles	\$126.32	\$2,535.25
D0102	D1102	102	APCKOHXARS1	FRBGOHXARS1	Apple Creek	Fredericksburg	\$204.50	\$4,548.21
D0103	D1103	103	APCKOHXARS1	KDRNOHXARS2	Apple Creek	Kidron	\$204.50	\$4,548.21
D0549	D1549	549	APCKOHXARS1	MNFDOHXAPS0	Apple Creek	Mansfield	\$317.66	ICB
D0104	D1104	104	APCKOHXARS1	ORVLOHXARS1	Apple Creek	Orville	\$204.50	\$4,548.21
D0265	D1265	265	APCKOHXARS1	WSTROHXA26E	Apple Creek	Wooster	\$204.50	\$4,548.21
D0169	D1169	169	ARCHOHXARS3	STRYOHXARS1	Archbold	Stryker	\$369.03	\$9,083.03
D0105	D1105	105	ARCHOHXARS3	WASNOHXARS2	Archbold	Wauseon	\$120.32	\$2,367.54
D0212	D1212	212	ARCNOHXARS1	BRFROHXARS1	Arcanum	Bradford	\$633.02	\$15,544.55
D0213	D1213	213	ARCNOHXARS1	ELDRHOHXARS1	Arcanum	Eldorado	\$506.69	\$13,009.30
D0232	D1232	232	ARCNOHXARS1	GNVLOHXA54E	Arcanum	Greenville	\$506.69	\$13,009.30
D0214	D1214	214	ARCNOHXARS1	GTBGOHXARS1	Arcanum	Gettysburg	\$633.02	\$15,544.55
D0233	D1233	233	ARCNOHXARS1	HLBGOHXA997	Arcanum	Hollansburg	\$506.69	\$13,009.30
D0215	D1215	215	ARCNOHXARS1	NWMSOHXARS1	Arcanum	New Madison	\$506.69	\$13,009.30
D0028	D1028	28	ARCNOHXARS1	RSBGOHXARS1	Arcanum	Rosburg	\$633.02	\$15,544.55
D0216	D1216	216	ARCNOHXARS1	VRSLOHXARS1	Arcanum	Versailles	\$633.02	\$15,544.55
D0266	D1266	266	ARCNOHXARS1	WMCHOHXARS1	Arcanum	West Manchester	\$713.68	\$17,626.88
D0245	D1245	245	BCYROHXARS1	CTFDOHXARL1	Bucyrus	Chatfield	\$255.17	\$6,142.95
D0234	D1234	234	BCYROHXARS1	LYKNOHXARL1	Bucyrus	Lykens	\$878.45	\$23,345.63
D0090	D1090	90	BCYROHXARS1	MNFDOHXAPS0	Bucyrus	Mansfield	\$255.17	\$9,382.58
D0235	D1235	235	BCYROHXARS1	NWCHOHXARL1	Bucyrus	New Winchester	\$255.17	\$6,142.95
D0248	D1248	248	BFTNOHXARS1	BVRDOHXARS1	Bluffton	Beaverdam	\$282.29	\$6,726.14
D0345	D1345	345	BFTNOHXARS1	LIMAOHXA22H	Bluffton	Lima	\$188.24	ICB
D0550	D1550	550	BGPROHXARS2	MNFDOHXAPS0	Big Prairie	Mansfield	\$588.00	ICB
D0018	D1018	18	BGPROHXARS1	SHRVOHXARS1	BigPrairie	Shreve	\$371.05	\$8,963.15
D0267	D1267	267	BGPROHXARS1	WSTROHXA26E	BigPrairie	Wooster	\$371.05	\$8,963.15
D0006	D1006	6	BIVLOHXA88C	CRLDOHXARS1	Bristolville	Cortland	\$1,551.55	\$41,156.10
D0150	D1150	150	BIVLOHXA88C	GRNEOHXARS2	Bristolville	Greene	\$1,068.43	\$29,418.37
D0189	D1189	189	BIVLOHXA88C	JHTNOHXARS2	Bristolville	Johnston	\$398.12	\$8,718.93
D0310	D1310	310	BIVLOHXA88C	LRTWOHXARS1	Bristolville	Lordstown	\$313.73	\$6,532.26
D0268	D1268	268	BIVLOHXA88C	LVBGOHXARS2	Bristolville	Leavittsburg	\$243.22	\$5,559.81
D0106	D1106	106	BLCTOHXARS1	BLLFOHXA59E	Belle Center	Bellefontaine	\$897.64	\$24,885.03

D0154	D1154	154	CRLDOHXARS1	GRNEOHXARS2	Cortland	Greene	\$931.00	\$25,819.33
D0111	D1111	111	CRLDOHXARS1	HRFROHXARS2	Cortland	Hartford	\$1,308.32	\$35,596.29
D0155	D1155	155	CRLDOHXARS1	JHTNOHXARS2	Cortland	Johnston	\$1,463.22	\$38,755.41
D0112	D1112	112	CRLDOHXARS1	KNMNOHXARS2	Cortland	Kinsman	\$1,308.32	\$35,596.29
D0311	D1311	311	CRLDOHXARS1	LRTWOHXARS1	Cortland	Lordstown	\$331.20	\$6,092.34
D0278	D1278	278	CRLDOHXARS1	LVBGOHXARS2	Cortland	Leavittsburg	\$154.89	\$3,159.12
D0209	D1209	209	CRTOOHXARS2	JHTWOHXARS1	Croton	Johnstown	\$149.54	\$3,185.78
D0252	D1252	252	CTFDOHXARL1	LYKNOHXARL1	Chatfield	Lykens	\$878.45	\$23,345.63
D0156	D1156	156	CYGOHXAXA655	PRTGOHXARS2	Cygnets	Portage	\$470.56	\$12,138.95
D0157	D1157	157	CYGOHXAXA655	RSNGOHXARS1	Cygnets	Risingsun	\$916.40	\$24,373.96
D0113	D1113	113	DANKOHXARS2	GMBROHXARS1	Danville	Gambier	\$407.32	\$10,227.07
D0553	D1553	553	DANKOHXARS2	MNFDOHXAPS0	Danville	Mansfield	\$670.69	ICB
D0401	D1401	401	DANKOHXARS2	MTVROHRACM1	Danville	Mount Vernon	\$407.32	\$10,227.07
D0285	D1285	285	DFNCOHIA1MD	FTLROHXARS1	Defiance	Fort Loramie	\$1,072.61	ICB
D0114	D1114	114	DFNCOHIA1MD	JEWLOHXARS2	Defiance	Jewell	\$283.81	\$7,697.99
D0093	D1093	93	DFNCOHIA1MD	LIMAOHXAXA22H	Defiance	Lima	\$611.27	ICB
D0538	D1538	538	DFNCOHIA1MD	MNFDOHXAPS0	Defiance	Mansfield	\$907.37	ICB
D0059	D1059	59	DFNCOHIA1MD	NPLNOHXAXA51T	Defiance	Napoleon	\$283.81	\$7,697.99
D0092	D1092	92	DGRFOHXARS1	LIMAOHXAXA22H	DeGraff	Lima	\$537.17	ICB
D0253	D1253	253	DGRFOHXARS1	RSWDOHXARS1	DeGraff	Rosewood	\$176.89	\$3,774.69
D0219	D1219	219	DLPHOHXAXA69E	GOMROHXAXA642	Delphos	Gomer	\$461.52	\$10,883.97
D0407	D1407	407	DLPHOHXAXA69E	LIMAOHXAXA22H	Delphos	Lima	\$132.00	ICB
D0220	D1220	220	DLPHOHXAXA69E	VNDCOHXARS1	Delphos	Venedocia	\$207.46	\$4,807.14
D0186	D1186	186	DMSCOHXARS1	NBENOHXARS2	Damascus	North Benton	\$548.79	\$12,937.21
D0035	D1035	35	DSHLOHXARS2	GRTNOHXAXA256	Deshler	Grelton-Malinta	\$407.94	\$10,420.63
D0030	D1030	30	DSHLOHXARS2	HMLROHXAXA274	Deshler	Hamler	\$407.94	\$10,420.63
D0257	D1257	257	EATNOHXARS1	ELDROHXARS1	Eaton	Eldorado	\$713.68	\$17,626.88
D0281	D1281	281	EATNOHXARS1	NWPROHXARS1	Eaton	New Paris	\$206.98	\$4,617.59
D0238	D1238	238	EATNOHXARS1	WMCHOHXARS1	Eaton	West Manchester	\$206.98	\$4,617.59
D0306	D1306	306	ELBLOHXARS1	LIMAOHXAXA22H	East Liberty	Lima	\$831.85	ICB
D0115	D1115	115	ELBLOHXARS1	RYMNOHXARS1	East Liberty	Raymond	\$145.60	\$3,039.77
D0254	D1254	254	ELBLOHXARS1	WMFDOHXARS2	East Liberty	West Mansfield	\$451.36	\$11,352.00
D0221	D1221	221	ELDROHXARS1	HLBGOHXAXA997	Eldorado	Hollansburg	\$506.69	\$13,009.30
D0026	D1026	26	ELDROHXARS1	NWMSOHXARS1	Eldorado	New Madison	\$506.69	\$13,009.30
D0222	D1222	222	ELDROHXARS1	NWPROHXARS1	Eldorado	New Paris	\$713.68	\$17,626.88
D0223	D1223	223	ELDROHXARS1	WMCHOHXARS1	Eldorado	West Manchester	\$713.68	\$17,626.88
D0079	D1079	79	ELDROHXARS1	LIMAOHXAXA22H	Elida	Lima	\$76.93	ICB
D0182	D1182	182	FLRDOHXARS1	GRTNOHXAXA256	Florida	Grelton-Malinta	\$691.75	\$18,118.61
D0171	D1171	171	FLRDOHXARS1	HLGTOHXAXA264	Florida	Holgate	\$754.37	\$19,836.93
D0172	D1172	172	FLRDOHXARS1	JEWLOHXARS2	Florida	Jewell	\$283.81	\$7,697.99
D0180	D1180	180	FLRDOHXARS1	LBCTOHXARS1	Florida	Liberty Center	\$691.75	\$18,118.61
D0143	D1143	143	FLRDOHXARS1	NPLNOHXAXA51T	Florida	Napoleon	\$283.81	\$7,697.99
D0199	D1199	199	FRBGOHXARS1	HMVLOHXARS2	Fredericksburg	Holmesville	\$154.44	\$3,146.46
D0554	D1554	554	FRBGOHXARS1	MNFDOHXAPS0	Fredericksburg	Mansfield	\$261.04	ICB
D0282	D1282	282	FRBGOHXARS1	WSTROHXAXA26E	Fredericksburg	Wooster	\$154.44	\$3,146.46
D0555	D1555	555	FRTWOHXARS1	MNFDOHXAPS0	Fredericktown	Mansfield	\$301.71	ICB
D0424	D1424	424	FRTWOHXARS1	MTVROHRACM1	Fredericktown	Mount Vernon	\$186.35	\$4,096.28
D0074	D1074	74	FTLROHXARS1	GNVLOHXAXA51T	Fort Loramie	Greenville	\$126.32	ICB
D0262	D1262	262	FTLROHXARS1	JKCTOHXARS1	Fort Loramie	Jackson Center	\$239.87	\$4,536.74
D0286	D1286	286	FTLROHXARS1	LIMAOHXAXA22H	Fort Loramie	Lima	\$848.78	ICB
D0287	D1287	287	FTLROHXARS1	MNFDOHXAPS0	Fort Loramie	Mansfield	\$813.01	ICB
D0045	D1045	45	FTLROHXARS1	SDNYOHXA49C	Fort Loramie	Sidney	\$126.32	\$2,535.25
D0288	D1288	288	FTLROHXARS1	VRSLOHXARS1	Fort Loramie	Versailles	\$126.32	ICB
D0200	D1200	200	GLMTOHXARS2	KLBCOHXARS1	Glenmont	Killbuck	\$154.44	\$3,146.46
D0201	D1201	201	GLMTOHXARS2	MLBGOHXARS1	Glenmont	Millersburg	\$154.44	\$3,146.46
D0539	D1539	539	GLMTOHXARS2	WSTROHXAXA26E	Glenmont	Wooster	\$165.53	ICB
D0547	D1547	547	GMBROHXARS1	MNFDOHXAPS0	Gambier	Mansfield	\$670.69	\$17,548.56

D0107	D1107	107	BLCTOHXARS1	RSHSOHXARS1	Belle Center	Rushsylvania	\$1,406.01	\$38,870.29
D0269	D1269	269	BLLFOHXA59E	DGRFOHXARS1	Bellefontaine	DeGraff	\$176.89	\$3,774.69
D0263	D1263	263	BLLFOHXA59E	ELBLOHXARS1	Bellefontaine	East Liberty	\$145.60	\$3,039.77
D0284	D1284	284	BLLFOHBCCM1	FTLROHXARS1	Bellefontaine	Fort Loramie	\$239.87	ICB
D0270	D1270	270	BLLFOHXA59E	HNVIOHXARS2	Bellefontaine	Huntsville	\$176.89	\$3,774.69
D0054	D1054	54	BLLFOHXA59E	LIMAOHXA22H	Bellefontaine	Lima	\$132.00	ICB
D0359	D1359	359	BLLFOHXA59E	MYVIOHXARS1	Bellefontaine	Marysville	\$301.45	ICB
D0271	D1271	271	BLLFOHXA59E	RDWYOHXARS1	Bellefontaine	Ridgeway	\$508.37	\$13,985.26
D0272	D1272	272	BLLFOHXA59E	RSHSOHXARS1	Bellefontaine	Rushsylvania	\$508.37	\$13,985.26
D0148	D1148	148	BLLFOHXA59E	SDNYOHXA49C	Bellefontaine	Sidney	\$115.13	ICB
D0060	D1060	60	BLLFOHXA59E	WLBOHXARS1	Bellefontaine	West Liberty	\$145.60	\$3,039.77
D0273	D1273	273	BLLFOHXA59E	WMFDOHXARS2	Bellefontaine	West Mansfield	\$451.36	\$11,352.00
D0013	D1013	13	BLVLOHXARS1	BTLOHXARS1	Bellville	Butler	\$145.53	\$2,897.16
D0191	D1191	191	BLVLOHXARS1	LUCSOHXARS1	Bellville	Lucas	\$145.53	\$2,897.16
D0192	D1192	192	BLVLOHXARS1	LXTNOHXARS1	Bellville	Lexington	\$232.43	\$4,329.32
D0193	D1193	193	BLVLOHXARS1	MNFDHXAAPS0	Bellville	Mansfield	\$145.53	\$2,897.16
D0151	D1151	151	BMDLOHXARS1	CYGTIOHXA655	Bloomdale	Cygnets	\$916.40	\$24,373.96
D0152	D1152	152	BMDLOHXARS1	PRTGOHXARS2	Bloomdale	Portage	\$916.40	\$24,373.96
D0184	D1184	184	BRCTOHXARS2	LKMLIOHXARS1	Berlin Ctr	Lake Milton	\$548.79	\$12,937.21
D0185	D1185	185	BRCTOHXARS2	NBENOHXARS2	Berlin Ctr	North Benton	\$548.79	\$12,937.21
D0108	D1108	108	BRFROHXARS1	GNVLOHXA51T	Bradford	Greenville	\$126.32	\$2,535.25
D0109	D1109	109	BRFROHXARS1	GTBGOHXARS1	Bradford	Gettysburg	\$128.32	\$2,535.25
D0217	D1217	217	BRFROHXARS1	HLBGOHXA997	Bradford	Hollansburg	\$633.02	\$15,544.55
D0153	D1153	153	BRFROHXARS1	NWMSOHXARS1	Bradford	New Madison	\$633.02	\$15,544.55
D0170	D1170	170	BRFROHXARS1	RSBGOHXARS1	Bradford	Rosburg	\$126.32	\$2,535.25
D0110	D1110	110	BRFROHXARS1	VRSLOHXARS1	Bradford	Versailles	\$126.32	\$2,535.25
D0039	D1039	39	BRTLOHXA55C	CHHLOHXARS1	Bartlett	Chesterhill	\$223.62	\$5,083.22
D0260	D1260	260	BRTLOHXA55C	STPTOHXA559	Bartlett	Stockport	\$223.62	\$5,083.22
D0048	D1048	48	BTKNIOHXARS1	FTLROHXARS1	Botkins	Fort Loramie	\$476.05	\$9,971.96
D0246	D1246	246	BTKNIOHXARS1	JKCTOHXARS1	Botkins	Jackson Center	\$349.73	\$7,436.71
D0551	D1551	551	BTKNIOHXARS1	LIMAOHXA22H	Botkins	Lima	\$751.84	ICB
D0247	D1247	247	BTKNIOHXARS1	SDNYOHXA49C	Botkins	Sidney	\$349.73	\$7,436.71
D0194	D1194	194	BTLOHXARS1	LUCSOHXARS1	Butler	Lucas	\$145.53	\$2,897.16
D0195	D1195	195	BTLOHXARS1	LXTNOHXARS1	Butler	Lexington	\$232.43	\$4,329.32
D0196	D1196	196	BTLOHXARS1	MNFDHXAAPS0	Butler	Mansfield	\$145.53	\$2,897.16
D0236	D1236	236	BVRDOHXARS1	CARAOHXARS1	Beaverdam	Cairo	\$536.35	\$12,802.97
D0218	D1218	218	BVRDOHXARS1	LFYTOHXARS1	Beaverdam	Lafayette	\$282.29	\$6,726.14
D0094	D1094	94	BVRDOHXARS1	LIMAOHXA22H	Beaverdam	Lima	\$282.29	\$6,726.14
D0378	D1378	378	CARAOHIACM1	GOMROHXA642	Cairo	Gomer	\$254.06	\$6,076.83
D0379	D1379	379	CARAOHIACM1	LIMAOHXA22H	Cairo	Lima	\$254.06	\$6,076.83
D0014	D1014	14	CHHLOHXARS1	MCNVIOHXA96E	Chesterhill	McConnellsville	\$223.62	\$5,083.22
D0206	D1206	206	CHHLOHXARS1	PEVLOHXA557	Chesterhill	Pennsville	\$223.62	\$5,083.22
D0207	D1207	207	CHHLOHXARS1	STPTOHXA559	Chesterhill	Stockport	\$223.62	\$5,083.22
D0036	D1036	36	CHVLOHXA76E	JHVLOHXARS1	Chesterville	Johnsville	\$443.53	\$10,239.24
D0010	D1010	10	CHVLOHXA76E	MRNGOHXARS1	Chesterville	Marengo	\$188.35	\$4,096.28
D0042	D1042	42	CHVLOHXA76E	MTGLOHXADSA	Chesterville	Mount Gilead	\$188.35	\$4,096.28
D0086	D1086	86	CHVLOHXA76E	MTVROHXA	Chesterville	Mount Vernon	\$188.35	ICB
D0276	D1276	276	CLDNOHXA845	MTGLOHXADSA	Caledonia	Mount Gilead	\$255.17	\$6,142.95
D0237	D1237	237	CLDNOHXA845	NWCHOHXA1L	Caledonia	New Winchester	\$255.17	\$6,142.95
D0249	D1249	249	CMDNOHXARS1	EATNOHXARS1	Camden	Eaton	\$206.98	\$4,617.59
D0034	D1034	34	CMDNOHXARS1	ELDROHXARS1	Camden	Eldorado	\$713.68	\$17,626.88
D0250	D1250	250	CMDNOHXARS1	NWPROHXARS1	Camden	New Paris	\$206.98	\$4,617.59
D0251	D1251	251	CMDNOHXARS1	WMCHOHXARS1	Camden	West Manchester	\$206.98	\$4,617.59
D0552	D1552	552	CNBGOHXARS2	MNFDHXAAPS0	Centerburg	Mansfield	\$247.26	ICB
D0024	D1024	24	CNBGOHXARS2	MTVROHXAACM1	Centerburg	Mount Vernon	\$149.54	\$3,185.78
D0208	D1208	208	CRDGOHXARS1	MRNGOHXARS1	Cardington	Marengo	\$188.35	\$4,096.28
D0259	D1259	259	CRDGOHXARS1	MTGLOHXADSA	Cardington	Mount Gilead	\$188.35	\$4,096.28



D0116	D1116	116	GMBROHXARS1	MRBGOHXARS1	Gambier	Martinsburg	\$407.32	\$10,227.07
D0433	D1433	433	GMBROHXARS1	MTVROHRACM1	Gambier	Mount Vernon	\$407.32	\$10,227.07
D0117	D1117	117	GNVLOHXA51T	GTBGOHXARS1	Greenville	Gettysburg	\$126.32	\$2,535.25
D0239	D1239	239	GNVLOHXA51T	HLBGOHXA997	Greenville	Hollansburg	\$506.69	\$13,009.30
D0057	D1057	57	GNVLOHXA51T	LIMAOHXA22H	Greenville	Lima	\$456.29	ICB
D0290	D1290	290	GNVLOHXA51T	NWMSOHXARS1	Greenville	New Madison	\$506.69	\$13,009.30
D0291	D1291	291	GNVLOHXA51T	RSBGOHXARS1	Greenville	Rosburg	\$126.32	\$2,535.25
D0292	D1292	292	GNVLOHXA51T	VRSLOHXARS1	Greenville	Versailles	\$126.32	\$2,535.25
D0293	D1293	293	GOMROHXA642	LIMAOHXA22H	Gomer	Lima	\$468.39	\$11,829.94
D0009	D1009	9	GRNEOHXARS2	JHTNOHXARS2	Greene	Johnston	\$1,085.90	\$28,978.44
D0312	D1312	312	GRNEOHXARS2	LRTWOHXARS1	Greene	Lordstown	\$1,484.63	\$38,529.51
D0294	D1294	294	GRNEOHXARS2	LVBGOHXARS2	Greene	Leavittsburg	\$1,001.52	\$26,791.78
D0027	D1027	27	GRSPOHXARS1	OLFTOHXARS1	Green Springs	Old Fort	\$916.40	\$24,373.96
D0181	D1181	181	GRTNOHXA256	HLGTOHXA264	Grelton-Malinta	Holgate	\$407.94	\$10,420.63
D0258	D1258	258	GRTNOHXA256	HMLROHXA274	Grelton-Malinta	Hamler	\$407.94	\$10,420.63
D0183	D1183	183	GRTNOHXA256	LBCTOHXARS1	Grelton-Malinta	Liberty Center	\$407.94	\$10,420.63
D0147	D1147	147	GRTNOHXA256	NPLNOHXA51T	Grelton-Malinta	Napoleon	\$407.94	\$10,420.63
D0224	D1224	224	GTBGOHXARS1	HLBGOHXA997	Gettysburg	Hollansburg	\$633.02	\$15,544.55
D0158	D1158	158	GTBGOHXARS1	NWMSOHXARS1	Gettysburg	New Madison	\$633.02	\$15,544.55
D0173	D1173	173	GTBGOHXARS1	RSBGOHXARS1	Gettysburg	Rosburg	\$126.32	\$2,535.25
D0118	D1118	118	GTBGOHXARS1	VRSLOHXARS1	Gettysburg	Versailles	\$126.32	\$2,535.25
D0119	D1119	119	HBRNOHXARS1	PTSKOHXA92C	Hebron	Pataskala	\$185.99	\$4,029.69
D0225	D1225	225	HLBGOHXA997	NWMSOHXARS1	Hollansburg	New Madison	\$506.69	\$13,009.30
D0240	D1240	240	HLBGOHXA997	NWPROHXARS1	Hollansburg	New Paris	\$506.69	\$13,009.30
D0244	D1244	244	HLBGOHXA997	RSBGOHXARS1	Hollansburg	Rosburg	\$633.02	\$15,544.55
D0226	D1226	226	HLBGOHXA997	VRSLOHXARS1	Hollansburg	Versailles	\$633.02	\$15,544.55
D0295	D1295	295	HLBGOHXA997	WMCHOHXARS1	Hollansburg	West Manchester	\$208.98	\$4,617.59
D0256	D1256	256	HLGTOHXA264	HMLROHXA274	Holgate	Hamler	\$407.94	\$10,420.63
D0174	D1174	174	HLGTOHXA264	LBCTOHXARS1	Holgate	Liberty Center	\$407.94	\$10,420.63
D0296	D1296	296	HLGTOHXA264	NPLNOHXA51T	Holgate	Napoleon	\$407.94	\$10,420.63
D0202	D1202	202	HMVLOHXARS2	MLBGOHXARS1	Holmesville	Millersburg	\$154.44	\$3,146.46
D0556	D1556	556	HMVLOHXARS2	MNFDHAPS0	Holmesville	Mansfield	\$261.04	ICB
D0297	D1297	297	HMVLOHXARS2	WSTROHXA26E	Holmesville	Wooster	\$154.44	\$3,146.46
D0565	D1565	565	HNVIOHXARS1	MNFDHAPS0	Huntsville	Mansfield	\$537.17	\$14,040.04
D0159	D1159	159	HRFROHXARS2	JHTNOHXARS2	Hartford	Johnston	\$1,036.80	\$27,780.10
D0120	D1120	120	HRFROHXARS2	KNMNOHXARS2	Hartford	Kinsman	\$1,569.01	\$40,716.18
D0313	D1313	313	HRFROHXARS2	LRTWOHXARS1	Hartford	Lordstown	\$331.20	\$6,092.34
D0298	D1298	298	HRFROHXARS2	LVBGOHXARS2	Hartford	Leavittsburg	\$260.69	\$5,119.89
D0160	D1160	160	JFSAOHXARS2	NWLYOHXARS1	Jefferson	New Lyme	\$1,308.32	\$35,596.29
D0161	D1161	161	JHTNOHXARS2	KNMNOHXARS2	Johnston	Kinsman	\$1,463.22	\$38,755.41
D0314	D1314	314	JHTNOHXARS2	LRTWOHXARS1	Johnston	Lordstown	\$331.20	\$6,092.34
D0299	D1299	299	JHTNOHXARS2	LVBGOHXARS2	Johnston	Leavittsburg	\$260.69	\$5,119.89
D0241	D1241	241	JHVLOHXARS1	LXTNOHXARS1	Johnsville	Lexington	\$255.17	\$6,142.95
D0300	D1300	300	JHVLOHXARS1	MNFDHAPS0	Johnsville	Mansfield	\$255.17	\$6,142.95
D0301	D1301	301	JHVLOHXARS1	MTGLOHXADSA	Johnsville	Mount Gilead	\$255.17	\$6,142.95
D0465	D1465	465	JKCTOHXARS1	LIMAOHXA22H	Jackson Center	Lima	\$333.31	ICB
D0242	D1242	242	JKCTOHXARS1	SDNYOHXA49C	Jackson Center	Sidney	\$113.55	\$2,177.36
D0557	D1557	557	KDRNOHXARS2	MNFDHAPS0	Kidron	Mansfield	\$317.65	ICB
D0121	D1121	121	KDRNOHXARS2	ORVLOHXARS1	Kidron	Orrville	\$204.50	\$4,548.21
D0302	D1302	302	KDRNOHXARS2	WSTROHXA26E	Kidron	Wooster	\$204.50	\$4,548.21
D0203	D1203	203	KLBCOHXARS1	MLBGOHXARS1	Killbuck	Millersburg	\$154.44	\$3,146.46
D0558	D1558	558	KLBCOHXARS1	MNFDHAPS0	Killbuck	Mansfield	\$261.04	ICB
D0540	D1540	540	KLBCOHXARS1	WSTROHXA26E	Killbuck	Wooster	\$165.53	ICB

D0315	D1315	315	KNMNOHXARS2	LRTWOHXARS1	Kinsman	Lordstown	\$1,484.63	\$38,529.51
D0303	D1303	303	KNMNOHXARS2	LVBGOHXARS2	Kinsman	Leavittsburg	\$1,414.12	\$37,557.06
D0144	D1144	144	LBCTOHXARS1	NPLNOHXA51T	Liberty Center	Napoleon	\$407.94	\$10,420.63
D0122	D1122	122	LBNNOHXA51T	MASNOHXARS1	Lebanon	Mason	\$92.48	\$1,552.73
D0123	D1123	123	LBNNOHXA51T	MRRWOHXARS1	Lebanon	Morrow	\$252.25	\$5,885.29
D0124	D1124	124	LBNNOHXA51T	SLBNOHXARS1	Lebanon	South Lebanon	\$252.25	\$5,885.29
D0125	D1125	125	LBNNOHXA51T	WYVLOHXARS1	Lebanon	Waynesville	\$252.25	\$5,885.29
D0162	D1162	162	LCKYOHXARS2	STRGOHXARS1	Luckey	Stony Ridge	\$706.12	\$18,485.83
D0304	D1304	304	LCKYOHXARS2	WDVLOHXA849	Luckey	Woodville	\$706.12	\$18,485.83
D0305	D1305	305	LFYTOHXARS1	LIMAOHXA22H	Lafayette	Lima	\$203.13	\$4,686.21
D0227	D1227	227	LFYTOHXARS1	WMNSOHXARS2	Lafayette	Westminster	\$203.13	\$4,686.21
D0063	D1063	63	LIMAOHXA22H	MNFDOHXAPS0	Lima	Mansfield	\$333.31	\$8,344.65
D0056	D1056	56	LIMAOHXA22H	MTVROHRACM1	Lima	Mt. Vernon	\$331.31	\$8,344.65
D0087	D1087	87	LIMAOHXA22H	MYVIOHXARS1	Lima	Marysville	\$333.31	ICB
D0088	D1088	88	LIMAOHXA22H	NPLNOHXA51T	Lima	Napoleon	\$422.86	ICB
D0546	D1546	546	LIMAOHXA22H	RCFROHXA36A	Lima	Rockford	\$200.60	\$5,341.27
D0535	D1535	535	LIMAOHXA22H	RSPNOHXA	Lima	Russells Point	\$413.15	\$10,580.28
D0078	D1078	78	LIMAOHXA22H	SDNYOHXA49C	Lima	Sidney	\$333.31	ICB
D0477	D1477	477	LIMAOHXA22H	VNROHXARS1	Lima	Van Wert	\$115.61	ICB
D0077	D1077	77	LIMAOHXA22H	WLBOHXARS1	Lima	West Liberty	\$576.45	ICB
D0145	D1145	145	LIMAOHXA22H	WMNSOHXARS2	Lima	Westminster	\$203.13	\$4,686.21
D0309	D1309	309	LIMAOHXA22H	WYFDOHXARS2	Lima	Waynesfield	\$203.13	\$4,686.21
D0308	D1308	308	LIMAOHXARS1	WSTROHXA	Lima	Wooster	\$429.27	ICB
D0187	D1187	187	LKMLOHXARS1	NBENOHXARS2	Lake Milton	North Benton	\$548.79	\$12,937.21
D0163	D1163	163	LKMLOHXARS1	WYLDHAXARS1	Lake Milton	Wayland	\$436.30	\$10,965.60
D0316	D1316	316	LRTWOHXARS1	NWFLOHXARS1	Lordstown	Newton Falls	\$70.51	\$972.45
D0198	D1198	198	LUCSOHXARS1	LXTNOHXARS1	Lucas	Lexington	\$145.53	\$2,897.16
D0197	D1197	197	LUCSOHXARS1	MNFDOHXAPS0	Lucas	Mansfield	\$145.53	\$2,897.16
D0321	D1321	321	LVBGOHXARS2	NWFLOHXARS1	Leavittsburg	Newton Falls	\$70.51	\$972.45
D0089	D1089	89	LXTNOHXARS1	MNFDOHXAPS0	Lexington	Mansfield	\$82.44	\$1,320.45
D0210	D1210	210	LYNSOHXARS1	WASNOHXARS2	Lyons	Wauseon	\$1,006.74	\$26,903.37
D0126	D1126	126	MASNOHXARS1	SLBNOHXARS1	Mason	South Lebanon	\$92.48	\$1,552.73
D0175	D1175	175	MCNVOHXA96E	PEVLOHXA557	McConnelsville	Pennsville	\$223.62	\$5,083.22
D0190	D1190	190	MCNVOHXA96E	RNRVOHXA557	McConnelsville	Reinersville-		
D0127	D1127	127	MCNVOHXA96E	STPTOHXA559	McConnelsville	Hackney	\$274.20	\$7,428.54
D0085	D1085	85	MDBROHXARS1	MNFDOHXAPS0	Madisonburg	Stockport	\$223.62	\$5,083.22
D0541	D1541	541	MDBROHXARS1	WSTROHXA26E	Madisonburg	Mansfield	\$276.37	\$6,507.46
D0176	D1176	176	MGSPOHXARS1	MYVIOHXARS1	Madisonburg	Wooster	\$145.12	ICB
D0177	D1177	177	MGSPOHXARS1	RYMNOHXARS1	Magnetic			
D0067	D1067	67	MLBGOHXARS0	MNFDOHXAPS0	Springs	Marysville	\$1,198.13	\$32,261.91
D0204	D1204	204	MLBGOHXARS1	NSVLOHXARS2	Springs	Raymond	\$1,198.13	\$32,261.91
D0149	D1149	149	MLBGOHXARS1	WSTROHXA	Millersburg	Mansfield	\$131.25	ICB
D0133	D1133	133	MLCTOHXARS1	MYVIOHXARS1	Millersburg	Nashville	\$154.44	\$3,146.46
D0128	D1128	128	MLCTOHXARS1	NLBGOHXA747	Millersburg	Wooster	\$165.53	ICB
D0080	D1080	80	MNFDOHXAPS0	MNFDOHXARS1	Milford Center	Marysville	\$145.60	\$3,039.77
D0082	D1082	82	MNFDOHXAPS0	MNFDOHXCRP0	Milford Center	North Lewisburg	\$145.60	\$3,039.77
D0076	D1076	76	MNFDOHXAPS0	MNFDOHXDRS1	Mansfield	Mansfield	\$132.32	ICB
D0559	D1559	559	MNFDOHXAPS0	MRBGOHXARS1	Mansfield	Mansfield	\$357.66	ICB
D0084	D1084	84	MNFDOHXAPS0	MRNGOHXARS1	Mansfield	Mansfield	\$82.44	\$1,320.45
D0560	D1560	560	MNFDOHXAPS0	MRVLOHXARS2	Mansfield	Martinsburg	\$670.69	ICB
D0055	D1055	55	MNFDOHXAPS0	MTGLOHXADSA	Mansfield	Marengo	\$333.31	ICB
D0490	D1490	490	MNFDOHXAPS0	MTVROHRACM1	Mansfield	Marshallville	\$329.69	ICB
D0561	D1561	561	MNFDOHXAPS0	NSVLOHXARS2	Mansfield	Mount Gilead	\$315.44	ICB
D0068	D1068	68	MNFDOHXAPS0	ORVLOHXARS1	Mansfield	Mount Vernon	\$131.25	\$2,687.03
D0562	D1562	562	MNFDOHXAPS0	RTMNOHXARS2	Mansfield	Nashville	\$261.04	ICB
					Mansfield	Orrville	\$317.66	ICB
					Mansfield	Rittman	\$329.69	ICB

D0081	D1081	81	MNFDOHXAPS0	SHLBOHXARS1	Mansfield	Shelby	\$234.63	\$5,392.01
D0129	D1129	129	MNFDOHXAPS0	SHLHOHXARS1	Mansfield	Shiloh	\$234.63	\$5,392.01
D0563	D1563	563	MNFDOHXAPS0	SHRVOHXARS1	Mansfield	Shreve	\$261.04	ICB
D0095	D1095	95	MNFDOHXAPS0	SMVLOHXARS1	Mansfield	Smithville	\$276.37	ICB
D0584	D1584	564	MNFDOHXAPS0	STNGOHXARS2	Mansfield	Sterling	\$329.69	ICB
D0537	D1537	537	MNFDOHXAPS0	UTICOHXARS1	Mansfield	Utica-Homer	\$670.69	ICB
D0049	D1049	49	MNFDOHXAPS0	WLDROHXA	Mansfield	Woodland	\$82.44	\$1,320.45
D0091	D1091	91	MNFDOHXAPS0	WSTROHXAH	Mansfield	Wooster	\$131.25	\$2,687.03
D0008	D1008	8	MOLNOHXARS2	STRGOHXARS1	Moline	Stony Ridge	\$791.72	\$20,633.41
D0318	D1318	318	MOLNOHXARS2	WDVLOHXA849	Moline	Woodville	\$791.72	\$20,633.41
D0493	D1493	493	MRBGOHXARS1	MTVROHRACM1	Martinsburg	Mount Vernon	\$407.32	\$10,227.07
D0130	D1130	130	MRBGOHXARS1	UTICOHXARS1	Martinsburg	Utica-Homer	\$407.32	\$10,227.07
D0261	D1261	261	MRNGOHXARS1	MTGLOHXADSA	Marengo	Mount Gilead	\$188.35	\$4,096.28
D0005	D1005	5	MRRWOHXARS1	SLBNOHXARS1	Morrow	South Lebanon	\$252.25	\$5,885.29
D0131	D1131	131	MRVLOHXARS2	ORVLOHXARS1	Marshallville	Orrville	\$187.71	\$4,254.60
D0542	D1542	542	MRVLOHXARS2	WSTROHXA26E	Marshallville	Wooster	\$221.00	ICB
D0132	D1132	132	MTVCOHXARS1	RDWYOHXARS1	Mount Victory	Ridgeway	\$508.37	\$13,985.26
D0499	D1499	499	MTVROHRACM1	UTICOHXARS1	Mount Vernon	Utica-Homer	\$407.32	\$10,227.07
D0134	D1134	134	MYVIOHXARS1	NLBGOHXA747	Marysville	North Lewisburg	\$145.60	\$3,039.77
D0135	D1135	135	MYVIOHXARS1	RYMNOHXARS1	Marysville	Raymond	\$145.60	\$3,039.77
D0164	D1164	164	MYVIOHXARS1	YRCTOHXA358	Marysville	York Center	\$653.96	\$17,025.04
D0536	D1536	536	NPLNOHXAPS0	SWTNOHXARP0	Napoleon	Swanton	\$111.92	\$2,858.18
D0051	D1051	51	NPLNOHXA	WTVLOHXA	Napoleon	Waterville	\$277.45	ICB
D0205	D1205	205	NSVLOHXARS2	SHRVOHXARS1	Nashville	Shreve	\$154.44	\$3,146.46
D0543	D1543	543	NSVLOHXARS2	WSTROHXA26E	Nashville	Wooster	\$165.53	ICB
D0228	D1228	228	NWMSOHHARS1	NWPROHXARS1	New Madison	New Paris	\$713.68	\$17,626.88
D0188	D1188	188	NWMSOHHARS1	RSBGOHXARS1	New Madison	Rossburg	\$633.02	\$15,544.55
D0165	D1165	165	NWMSOHHARS1	VRSLOHXARS1	New Madison	Versailles	\$633.02	\$15,544.55
D0229	D1229	229	NWMSOHHARS1	WMCHOHXARS1	New Madison	West Manchester	\$506.69	\$13,009.30
D0243	D1243	243	NWPROHXARS1	WMCHOHXARS1	New Paris	West Manchester	\$206.98	\$4,617.59
D0136	D1136	136	ORVLOHXARS1	SMVLOHXARS1	Orrville	Smithville	\$187.71	\$4,254.60
D0322	D1322	322	ORVLOHXARS1	WSTROHXA26E	Orrville	Wooster	\$187.71	\$4,254.60
D0178	D1178	178	PEVLOHXA557	STPTOHXA559	Pennsville	Stockport	\$223.62	\$5,083.22
D0137	D1137	137	RDWYOHXARS1	RSHSOHXARS1	Ridgeway	Rushsylvania	\$508.37	\$13,985.26
D0179	D1179	179	RSBGOHXARS1	VRSLOHXARS1	Rossburg	Versailles	\$126.32	\$2,535.25
D0138	D1138	138	RTMNOHXARS2	STNGOHXARS2	Rittman	Sterling	\$187.71	\$4,254.60
D0544	D1544	544	RTMNOHXARS2	WSTROHXA26E	Rittman	Wooster	\$221.00	ICB
D0139	D1139	139	RYMNOHXARS1	YRCTOHXA358	Raymond	York Center	\$508.37	\$13,985.26
D0323	D1323	323	SHLBOHXARS1	SHLHOHXARS1	Shelby	Shiloh	\$234.63	\$5,392.01
D0324	D1324	324	SHRVOHXARS1	WSTROHXA26E	Shreve	Wooster	\$154.44	\$3,146.46
D0167	D1167	167	SLBNOHXARS1	WYVLOHXARS1	South Lebanon	Waynesville	\$252.25	\$5,885.29
D0325	D1325	325	SMVLOHXARS1	WSTROHXA26E	Smithville	Wooster	\$187.71	\$4,254.60
D0545	D1545	545	STNGOHXARS2	WSTROHXA26E	Sterling	Wooster	\$221.00	ICB
D0168	D1168	168	STRGOHXARS1	WDVLOHXA849	Stony Ridge	Woodville	\$706.12	\$18,485.83
D0230	D1230	230	VNDCOHXARS1	VNWROHXARS1	Venedocia	Van Wert	\$207.46	\$4,807.14
					West			
D0255	D1255	255	WMFDOHXARS2	YRCTOHXA358	Mansfield	York Center	\$1,410.73	\$39,127.11
D0146	D1146	146	WMNSOHHARS2	WYFDOHXARS2	Westminster	Waynesfield	\$203.13	\$4,686.21
D0566	D1566	566	WRRNOHXAPS0	WRRNOHXB37A	Warren XA	Warren XB	\$111.19	\$2,125.38

**Table Two**

Rate Element Description	Non- Recurring Cost	Monthly Recurring Cost
<b>Physical and Virtual Collocation Elements</b>		
<b>Application Fees</b>		
New Collocation - Application Fee	\$ 2,703.89	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,611.69	N/A
Minor Augment Fee	\$ 806.11	N/A
Minor Augment - Administrative & Project Management Fee	\$ 737.63	N/A
Minor Augment - Transmission Engineering Fee	\$ 527.48	N/A
Major Augment Fee	\$ 1,600.93	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,912.09	N/A
Major Augment - Transmission Engineering Fee	\$ 1,549.48	N/A
Space Report (per wire center)	\$ 890.39	N/A
<b>Security Cage Construction</b>		
Security Cage - Engineering	\$ 492.27	N/A
Security Cage - Construction (per Linear Foot)	\$ 49.21	N/A
<b>Floor Space</b>		
Floor Space (per Square Foot)	N/A	\$ 10.84
<b>DC Power</b>		
Power Costs (per Load Ampere Ordered)	N/A	\$ 21.32
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,376.27	\$ 20.59
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,398.42	\$ 33.92
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,836.13	\$ 112.11
Additional Cost per Foot Over 110 Linear Feet	\$ 170.95	\$ 2.07
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,487.85	\$ 243.57
Additional Cost per Foot Over 110 Linear Feet	\$ 323.04	\$ 3.91
<b>AC Power</b>		
AC Outlet Installation (per 20 amp outlet)	\$ 1,109.66	N/A
Overhead Lights (per set of 2)	\$ 1,629.30	N/A
<b>Cross Connect Facilities</b>		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 30.49
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 534.86	\$ 9.30
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.74
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 548.07	\$ 10.90
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 21.69
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1888.14	\$ 26.16
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 17.38
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 214.90	\$ 11.09
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 45.38

Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 30.49
Internal Cable (per 48-Fiber Cable)	\$ 1,088.50	\$ 40.52
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 187.34	\$ 55.93

Table 2: Rates for the State of Ohio *(continued)*

Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
<b>Security Card</b>		
Security Card (per Card)	\$ 15.00	N/A
<b>Additional Labor Charges (Physical or Virtual)</b>		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.83	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.75	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.66	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.34	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 14.09	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 21.14	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 28.18	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12.30	N/A
<b>Adjacent Onsite Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB
<b>Remote Terminal Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB

## **EXHIBIT D**

### **Matrix of Issues in Dispute**

# EXHIBIT D

Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
1) Definitions Section	1.42	1.42" DS1 Loop" is a digital Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.	1.42 "DS1 Loop" is a digital Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of, <del>because of included conditioning,</del> providing high-bit rate digital subscriber line services, including T1 services.	Conditioning charges (bridge tap removal, adding repeaters, etc.) are not included in EQ's DS1 Loop rate.	Embarq charges a higher cost of DS1 for installation and monthly recurring charges and therefore conditioning is (should be) included because DS1 is equivalent to a 4-wire digital, but cost for DS1 is significantly higher.
2) Charges, Billing & Payment	7.2.3, 7.2.4	7.2.3 If an invoice is not paid within forty-five (45) Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders.  7.2.4 If the account remains delinquent sixty (60) Days after the bill date, Embarq will terminate all services under this Agreement.	7.2.3 If an <del>undisputed</del> invoice is not paid within <del>sixty (60) days after the bill date</del> <del>(60) days after the bill date</del> Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders.  7.2.4 If the account remains delinquent ninety <del>(90) days after the bill date</del> Days after the bill date, Embarq will terminate all services under this Agreement.	Embarq has reduced the number of days that a CLEC can continue ordering services if the CLEC does not make timely payments to EQ. In addition, if the CLEC continues to not submit their payment to EQ, EQ has the right to terminate all services.	Because Embarq does not actually send the invoice on the date of the invoice, COI typically receives the invoice 10 days to 2 weeks after the invoice date; therefore the number of days should remain the same. Also the term "undisputed" was added to clarify that disputed amounts are not included.

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
3) Charges, Billing & Payment	7.3.2, 7.3.3	<p>7.3.2 The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.</p> <p>7.3.3 The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.</p>	<p>7.3.2 The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.</p> <p>7.3.3 The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.</p>	<p>Embarq will not agree to increase the number of days a CLEC has to file a written dispute. Thirty days is more than sufficient to determine that an invoice is subject to a billing dispute.</p>	<p>The 45-day period is consistent with prior COI's position concerning payment period in 7.2.3 and 7.2.4.</p>



## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
4) Charges, Billing & Payment	7.3.6	<p>7.3.6 The failure to submit a written dispute in compliance with Section 7.3 within thirty (30) days of a bill date shall not preclude CLEC from submitting a dispute or seeking a billing adjustment for any charges. Payment of amounts that are subsequently disputed or subject to adjustment shall not constitute or be deemed to represent a waiver of any such dispute, and the CLEC shall not be required to designate such payment as "conditional" or "under protest" in order to invoke the dispute resolution provisions of Section 25 with respect to such amounts.</p>	<p>7.3.6 The failure to submit a written dispute in compliance with Section 7.3 within thirty (30) days of a bill date shall not preclude CLEC from thereafter submitting a dispute or seeking a billing adjustment for any charges. Payment of amounts that are subsequently disputed or subject to adjustment shall not constitute or be deemed to represent a waiver of any such dispute, and the CLEC shall not be required to designate such payment as "conditional" or "under protest" in order to invoke the dispute resolution provisions of Section 25 with respect to such amounts.</p>	<p>Embarq will not agree to increase the number of days a CLEC has to file a written dispute. Thirty days is more than sufficient to determine that an invoice is subject to a billing dispute.</p>	<p>The 45-day period is consistent with prior COI's position concerning payment period in 7.2.3 and 7.2.4.</p>

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
5) Dispute Resolution	25.2	<p>25.2 A Party may not submit a dispute to the Commission for resolution unless at least sixty (60) days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item, which shall include the specific information required in Section 7.3 for billing disputes. If a Party gives notice of a billing dispute more than thirty (30) days after the billing date and has not paid the disputed amounts by the payment due date, then the number of days after the billing date that it has been given notice shall not be used for purposes of calculating the time period before such dispute may be submitted to the Commission.</p>	<p>25.2 A Party may not submit a dispute to the Commission for resolution unless at least sixty (60) days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item, which shall include the specific information required in Section 7.3 for billing disputes. If a Party gives notice of a billing dispute more than thirty (30) days after the billing date and has not paid the disputed amounts by the payment due date, then the number of days after the billing date that it has been given notice shall not be used for purposes of calculating the time period before such dispute may be submitted to the Commission.</p>	<p>Embarq will not agree to increase the number of days a CLEC has to file a written dispute. Thirty days is more than sufficient to determine that an invoice is subject to a billing dispute.</p>	<p>The 45 days is inserted to be consistent with prior changes to 45 days. Need explanation from Embarq of last sentence.</p>

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
6) Price Schedule	36.4	36.4 Unbundled Network Elements The charges that CLEC shall pay to Embarq for Unbundled Network Elements are set forth.	36.4 Unbundled Network Elements The charges that CLEC shall pay to Embarq for Unbundled Network Elements are set forth.	Embarq agrees reciprocal compensation rates apply to local voice, local ISP-bound traffic and local VNXX traffic, but originating access rates apply to non-local voice, non-local ISP-bound and non-local VNXX traffic.	COI wants reciprocal compensation to apply to local voice traffic, all ISP-bound traffic and all VNXX traffic.
7) Security Deposit	37.9	37.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.	37.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Embarq for 12 consecutive months.	EQ no longer returns security deposits after 12 months of timely /current payments. EQ now holds security deposits and will apply the security deposit to any late payment.	It is unreasonable for Embarq to require a security deposit after the need for same has been met. COI's proposal of current payments for a year in order to release the security deposit is more reasonable.

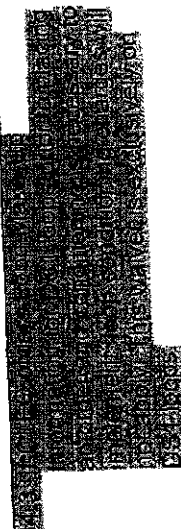
## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
8) Loops	45.6.1,	<p>45.6.1 Subject to the cap in Section 45.6.2, Embarq will provide nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire Copper Loops capable of <del>providing</del> providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.</p>	<p>45.6.1 Subject to the cap in Section 45.6.2, Embarq will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire Copper Loops capable of <del>providing</del> providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.</p>	<p>Loop conditioning charges are not included in the DS1 Rates. Conditioning charges are a separate charge.</p>	<p>Embarq charges a higher cost of DS1 for installation and monthly recurring charges and therefore conditioning is (should be) included because DS1 is equivalent to a 4-wire digital, but cost for DS1 is significantly higher.</p>

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
9) Loop Make Up Information	48.6.3	48.6.3 If Embarq undertakes conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 54.3 of this Agreement.	48.6.3 <del>Embarq</del> undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 54.3 of this Agreement.	Loop conditioning charges are not included in the DS1 Rates. Conditioning charges are a separate charge.	This provision should clarify that conditional charges will not be levied for DS1s because Embarq charges a higher cost of DS1 for installation and monthly recurring charges and therefore conditioning is (should be) included because DS1 is equivalent to a 4-wire digital, but cost for DS1 is significantly higher.
10) Dedicated Transport	50.2.2	50.2.2 CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.	50.2.2 CLEC may obtain a maximum of <del>ten</del> <sup>twenty (20)</sup> unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.	EQ's proposed standard language is consistent with the TRRO; EQ will not agree to proposed change	COI should be able to order 20 DS1s because more than 20 is the volume that supports the ordering of a DS3. The cost of the maximum number of DS1s should be at approximately the level as the cost for a DS3.


## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
11) Modification to EQ's Existing Network	54.3	Embarq has no language in this section.		<p>Loop conditioning charges are not included in the DS1 Rates. Conditioning charges are a separate charge.</p>	<p>Embarq charges a higher cost of DS1 for installation and monthly recurring charges and therefore conditioning is (should be) included because DS1 is equivalent to a 4-wire digital, but cost for DS1 is significantly higher.</p>

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
12) Modifications to Embarq's Existing Network	54.3.1	<p>54.3.1 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. Embarq will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Embarq recommends that CLEC utilize the Loop Make-Up process in Section 48 prior to submitting orders for loops intended for advanced services.</p>	<p>54.3.1 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. Embarq will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Embarq recommends that CLEC utilize the Loop Make-Up process in Section 48 prior to submitting orders for loops intended for advanced services.</p>	<p>Loop conditioning charges are not included in the DS1 Rates. Conditioning charges are a separate charge.</p>	<p>All bridge taps should be removed</p>

## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
13) Intercarrier Compensation	56.2	56.2 The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement.	 56.2 The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement.	Embarq agrees reciprocal compensation rates apply to local voice, local ISP-bound traffic and local VNXX traffic, but originating access rates apply to non-local voice, non-local ISP-bound and non-local VNXX traffic.	COI wants reciprocal compensation to apply to local voice traffic, all ISP-bound traffic and all VNXX traffic.
14) Intercarrier Compensation	56.4	56.4 Embarq-originated traffic terminating to a CLEC NPA-NXX which is assigned to an end user physically located outside the local calling area in which the NPA/NXX is homed (Virtual NXX) is not Local for purposes of intercarrier compensation and Embarq's originating access rates shall apply. The Parties agree that ___% of the total Embarq-originated/CLEC-terminated traffic shall be deemed to occur via a VNXX arrangement.	56.4 Embarq-originated traffic terminating to a CLEC NPA-NXX which is assigned to an end user physically located outside the local calling area in which the NPA/NXX is homed (Virtual NXX) is not Local for purposes of intercarrier compensation and Embarq's originating access rates shall apply. The Parties agree that ___% of the total Embarq-originated/CLEC-terminated traffic shall be deemed to occur via a VNXX arrangement.	Embarq does not accept a 1% VNXX percent. COI needs to verify the accuracy of this VNXX percent.	COI believes that the 1% is correct because currently COI has already stripped out ISP traffic and thus the ISP traffic portion is really 0%.



## Matrix of COI/Embarq Issues in Dispute

Issue, Name and Corresponding Number from Petition	Contract Reference	Embarq contract language	COI Proposed language	Embarq position	COI position
15) Table One (Price List)		See rates in Table One for DS1 Loops, 4-Wire Digital Loops (No Electronics), and 4-wire xDSL-Capable Loops.	COI has not proposed any rates or cost support to justify a rate change from Embarq's TELRIC rates.	<p>The Unbundled Network Element prices for Embarq's DS1 Loops, 4-Wire Digital Loops (No Electronics), and 4-wire xDSL-Capable Loops are reasonable and based upon appropriate TELRIC principles. Embarq's rates are developed using Embarq-Ohio specific demand and cost inputs, in accordance with TELRIC pricing rules.</p> <p>11/8/07- Embarq requested a NDA be executed between the parties prior to EQ sending COI cost studies to justify Embarq's rates. As of 1/08/07, Embarq still has not received the NDA.</p>	Prices for the DS1 Loops, 4 wire Digital Loop No Electronics and 4 wire xDSL - Capable Loop are not justified; there is no Commission-approved TELRIC study to support the rates.