

## **PART G – LOCAL NUMBER PORTABILITY**

### **63. INTRODUCTION**

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

### **64. TESTING**

- 64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.
- 64.3. CLEC must be NPAC certified and have met Embark testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.

- 64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or 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.

**65. ENGINEERING AND MAINTENANCE**

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

**66. E911/911**

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

**67. BILLING FOR PORTED NUMBERS**

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

## PART H – LINE SHARING

### 68. LINE SHARING

#### 68.1. General Terms

- 68.1.1. Under this Agreement, Embarq will not provide access to the HFPL for line sharing by CLEC except pursuant to the following terms and conditions.
- 68.1.2. For HFPLs in service prior to 10/02/03, Embarq will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular CLEC end user premises.
- 68.1.3. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.4. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five percent (75%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.5. After 10/01/06, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.
- 68.2. Embarq Line Sharing provided HFPL to CLEC only those instances when Embarq is the provider of analog circuit-switched voice band service on that same Copper Loop to the same end user.
- 68.3. In the event that the end user being served by CLEC via HFPL terminates its Embarq-provided retail voice service, or when Embarq provided retail voice service is disconnected due to "denial for non-pay," Embarq shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If CLEC notifies Embarq that it chooses this option, CLEC and Embarq shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE digital loop, Embarq may terminate the HFPL.
- 68.4. Embarq will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the Copper Loop facilities over which CLEC is provisioning advanced services at the time that the Embarq-provided retail voice service terminates; if:
  - 68.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities; and
  - 68.4.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 68.5. Any additional maintenance of service conducted at CLEC's request by Embarq on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Embarq and CLEC.

68.6. Deployment and Interference

- 68.6.1. In providing services utilizing the HFPL, Embarq shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 68.6.2. For any technology, CLEC represents that its use of any Embarq network element, or of its own equipment or facilities in conjunction with any Embarq network element, will not materially interfere with or impair service over any facilities of Embarq, its affiliated companies or connecting and concurring carriers, cause damage to Embarq's plant, impair the privacy of any communications carried over Embarq's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Embarq may discontinue service if CLEC violates this provision. The termination of service will be limited to CLEC's use of the element(s) causing the violation. Embarq will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

## PART I – NON-251 SERVICES

### 69. CALL-RELATED DATABASES

- 69.1. Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Line Information database (LIDB). 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 available in Embarq's Interstate Access Tariff.
- 69.1.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of 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.
- 69.1.2. 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.
- 69.1.3. The Line Information Database (LIDB) provides functionality necessary for storage of Line Information Records supporting Alternate Billed Service restrictions, Class of Service restrictions, and calling card personal identification numbers (ABS).

### 70. TRANSIT TRAFFIC

- 70.1. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, 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. Embarq will only provide a Transit Service where CLEC is interconnected at the same Embarq tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-Embarq tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within Embarq's tandem serving area, and CLEC shall reimburse Embarq for any terminating compensation charged to Embarq by a terminating carrier as a result of any such double tandem Transit Traffic routed by CLEC.

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

70.3. Terms and Conditions

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

70.4. Payment Terms and Conditions

70.4.1. CLEC shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to Embarq by the CLEC.

70.4.2. CLEC may be required to pay Embarq the Transit Service rate for Transit Traffic routed by an ILEC to Embarq for delivery to CLEC.

70.5. Billing Records and Exchange of Data

70.5.1. Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

70.5.2. Upon request by CLEC and to the extent possible, Embarq agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing Embarq's Transit Service. 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.

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

70.6. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, Embarq may, but shall not be obligated to require CLEC to establish a direct connection with 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 sixty (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 double the transit rate set forth in Table One, 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.

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

### **71. PROCEDURES**

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

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

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

- 71.2.1. 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.
- 71.2.2. 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.

- 71.3. 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.

#### **71.4. Service Offerings**

- 71.4.1. 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.
- 71.4.2. 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.



- 71.4.3. 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.
- 71.4.4. 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.

## **72. ORDERING AND PROVISIONING**

- 72.1. 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.
- 72.2. National Exchange Access Center (NEAC)
  - 72.2.1. 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.
  - 72.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 a.m. through 5:00 p.m. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
  - 72.2.3. 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.
- 72.3. 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.
- 72.4. 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.
- 72.5. Number Administration/Number Reservation
  - 72.5.1. 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 NXXs shall remain Embarq's responsibility.

72.5.2. 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.

72.5.3. 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.

## 72.6. Service Order Process Requirements

### 72.6.1. Service Migrations and New Subscriber Additions

- (a) For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, 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.

72.6.2. 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.

72.6.3. 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.

72.6.4. Order Rejections. 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 will, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq may reject any orders on account of the customer desired due date conflicts with published Embarq order provisioning interval requirements.

#### 72.6.5. 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.

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

72.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, 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.

72.9. 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.

72.10. 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.

#### 72.11. Systems Interfaces and Information Exchanges

##### 72.11.1. 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.



72.11.2. For any prospective CLEC subscriber, Embarras 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 Embarras 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, Embarras may request documentation from CLEC to substantiate that CLEC has requested and received permission from all such end users. If CLEC is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such end users, Embarras 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 Embarras, or if Embarras determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Embarras 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, Embarras will discontinue processing new service orders until, in Embarras's determination, CLEC has corrected the problem that caused the breach.
- (f) Embarras will resume processing new service orders upon Embarras's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- (g) If CLEC and Embarras do not agree that CLEC has appropriate documentation or verification of a requested carrier change by a specific end user, or that Embarras 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.

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

- 72.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
  - (a) to schedule dispatch and installation appointments at Parity.
  - (b) to access 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.

72.13. Standards. 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).

### **73. PROVISION OF USAGE DATA**

73.1. 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) Days after transmission to the other party.

#### **73.2. General Procedures**

- 73.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.
- 73.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.



- 73.2.3. 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 73.2.7
  - (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.
- 73.2.4. 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) 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.
- 73.2.5. 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.
- 73.2.6. 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.
- 73.2.7. 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.
- 73.2.8. Embarq shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 73.2.9. Embarq shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.2.10. Embarq shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. 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.

### 73.3. Charges

- 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of 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.
- 73.3.2. Embarq will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (i.e., Billing Number).
- 73.3.3. 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.
- 73.3.4. 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.

### 73.4. Central Clearinghouse and Settlement

- 73.4.1. Embarq and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 73.4.2. 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.

### 73.5. Lost Data

- 73.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by 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.

- 73.5.2. 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 73.5 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 73.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 73.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, 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.
- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.
- 73.5.7. 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.
- 73.6. Testing, Changes and Controls
  - 73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Embarq.
  - 73.6.2. 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.

#### 73.6.3. 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) 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.

#### 73.6.4. CLEC Requested Changes:

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

#### 73.7. Information Exchange and Interfaces

- 73.7.1. 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.

#### 73.8. Rejected Recorded Usage Data

- 73.8.1. 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.
- 73.8.2. 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.

### 74. GENERAL NETWORK REQUIREMENTS

- 74.1. 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.
- 74.2. 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.

- 74.3. 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 a day, seven (7) days a week.
- 74.4. Embarq shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 74.5. 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.
- 74.6. 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:
- 74.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and
- 74.6.2. 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.
- 74.7. 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.
- 74.8. 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.
- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from CLEC end users requesting repair, 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.
- 74.11. 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.
- 74.12. Embarq shall perform all testing for resold Telecommunications Services.
- 74.13. 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.



- 74.14. 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.

## **75. MISCELLANEOUS SERVICES AND FUNCTIONS**

- 75.1. The services described in Section 74 shall only be available to the CLEC under this Agreement (i) when Embarq is providing the service to itself, (ii) in areas where Embarq is providing such service to Embarq's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is not available to Embarq's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with Embarq or another provider.
- 75.2. Basic 911 and E911 Service.
- 75.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 75.2.2. Basic 911 and E911 functions shall only be provided to CLEC for resale, and shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.
- (a) 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.
- (b) 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.
- 75.2.3. 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 in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq.
- 75.2.4. If a third party is the primary provider of the 911 System to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.
- 75.2.5. Basic 911 and E911 Database Requirements
- (a) The ALI database shall be managed by 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 MSAG. 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.

### 75.3. Directory Listings Service

- 75.3.1. These requirements pertain to Embarq's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in Directory Listings databases; (ii) submit CLEC subscriber information for inclusion in published directories; and (iii) provide CLEC subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.
- 75.3.2. 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.
- 75.3.3. Embarq will provide to CLEC the following Directory Listing Migration Options:
  - (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.
- 75.3.4. Embarq shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- (a) "LISTED" means the listing information is available for all directory requirements;
  - (b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
  - (c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.
- 75.3.5. Based on changes submitted by CLEC, 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) Change categories from Non-Published, Non-Listed, or Listed.
- 75.3.6. The charge for storage and maintenance of CLEC subscriber information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such storage and maintenance services at the rate reflected on Table One.
- 75.3.7. CLEC acknowledges that certain directory functions including but not limited to directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher, and Embarq shall not have any liability to CLEC for any acts or omissions of the publisher.
- 75.3.8. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must either submit a Directory Service Request (DSR) or contract directly with the publisher.

75.3.9. 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.

75.3.10. Traditional White Pages Listings.

- (a) Embarq shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
- (b) One basic White pages listing for each CLEC customer is included in the rates where CLEC is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and 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 interfired with listings of Embarq and other LEC customers.
- (c) CLEC agrees to provide customer listing information for CLEC's subscribers, 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.
- (d) CLEC will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System. 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.
- (e) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- (f) In addition to a basic White Pages listing, 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.
- (g) Embarq, or its directory publisher, will provide White Pages distribution services to CLEC customers, in areas where Embarq is providing such service to Embarq's end user subscribers, 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.
- (h) 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 must 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.

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

#### 75.4. Other Directory Services.

- 75.4.1. 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 75.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Embarq's directory publisher.
- 75.4.2. Embarq will request that its publisher make available to CLEC 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.
- 75.4.3. Embarq will request that its publisher make directory advertising available 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.
- 75.4.4. Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.
- 75.4.5. Embarq will request that its publisher make available information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 75.3.10 subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

- 75.4.6. The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 75.5. Directory Assistance Data.
- 75.5.1. Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.
- 75.5.2. Under a separate agreement, Embarq will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:
- (a) Subscriber records. CLEC shall have access to the same subscriber record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.
  - (b) Data Transfer. 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.

## **PART K – REPORTING STANDARDS**

### **76. GENERAL**

- 76.1. 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**

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

- 77.1. Embarq will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 USC §251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 USC §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 USC §251(c)(6)).
- 77.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event 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.
- 77.3. 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.

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

- 78.1. 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.
- 78.2. CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 78.3. Upon termination of CLEC's right to possession of a Collocation Space, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and 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.
- 78.4. 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.

- 78.5. 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.
- 78.6. 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.
- 78.7. 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.

## **79. COLLOCATION OPTIONS**

- 79.1. 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.
- 79.2. 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 of 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.
  - 79.2.1. 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.
- 79.3. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its

execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

- 79.3.1. As Host, CLEC will be the sole interface and responsible party to 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.
- 79.3.2. 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 collocator.
- 79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4. 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 81.
  - 79.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the 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.
  - 79.4.2. 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) 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).
  - 79.4.3. 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.
  - 79.4.4. 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.

- 79.5 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.
- 79.6 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 USC §251(c)(6) and 47 CFR §51.321).
- 79.6.1 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.
- 79.6.2 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.
- 79.6.3 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.
- 79.6.4 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.

- 79.6.5. 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.

## **80. DEMARCATION POINT**

- 80.1. 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.
- 80.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 80.3. At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, 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.

## **81. APPLICATION PROCESS**

- 81.1. 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.
- 81.1.1. 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.
- 81.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by 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.
- 81.1.3. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of 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.

- 81.1.4. 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.
- 81.2. 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.
- 81.3. 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.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 81.5. 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.
  - 81.5.1. 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.
  - 81.5.2. 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.
- 81.6. 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.
  - 81.6.1. 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 §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.



- 81.6.2. 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.
- 81.6.3. 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.
- 81.6.4. 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.
- 81.6.5. 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.
- 81.7. 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.
- 81.8. CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. 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.
- 81.9. 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.
- 81.10. 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.

## **82. SPACE RESERVATION**

- 82.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 81. Neither 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.

### **83. PROVISIONING INTERVALS**

- 83.1. 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.

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

- 84.1. 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.
- 84.2. 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.
- 84.3. 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.
- 84.4. 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.

- 84.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6. 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.
- 84.7. CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse 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.

## **85. EQUIPMENT**

- 85.1. 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 USC §251(C)(3), 47 USC §251(C)(2), and 47 CFR §51.323(b-c).
- 85.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to the CLEC or their 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.
- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but 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, CLEC will not install said equipment.
- 85.4. 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 USC 251 §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.

- 85.5. If CLEC has provisioned services to any customers without being in compliance with 85.4 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.

## **86. AUGMENTS AND ADDITIONS**

- 86.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of 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.
- 86.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by 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.
- 86.3. 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.

## **87. USE OF COMMON AREAS**

- 87.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by 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.
- 87.2. 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.



- 87.3. 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.
- 87.4. 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 twenty-four (24) hours a day, seven (7) 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.

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

- 88.1. 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.
- 88.1.1. 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.
- 88.1.2. 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.
- 88.1.3. In those cases where CLEC's Virtual and/or Physical Collocation space is adjacent in the Central Office, CLEC may have the option, 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.
- 88.2. The term "Adjacent" in this Section refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 CFR §51.323(k)(3).

## **89. RATES**

- 89.1. The rates for collocation are listed on Table Two.
- 89.2. If CLEC is the first collocater in the 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.



89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If 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.

89.4. Facility Modifications

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

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

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

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

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

**90. EMBARQ SERVICES AND OBLIGATIONS**

90.1. 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.

90.1.1. 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.

- 90.2. 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.
- 90.2.1. 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.
- 90.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.
- 90.2.3. Central office power supplied by 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.
- 90.2.4. Embarq shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.
- 90.2.5. 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 two (2) feet to the left or right of CLEC's final request; and

- (e) Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 90.2.6. Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.
- 90.2.7. 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.
- 90.2.8. 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.
- 90.3. 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.
  - 90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
  - 90.3.2. 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.
  - 90.3.3. CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, 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.
- 90.4. 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.
  - 90.4.1. 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.
- 90.4.2. 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.
- 90.4.3. 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.
- 90.5. 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.
- 90.6. 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.
- 90.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render 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.
- 90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the building, common areas, Collocation Space and common cable space.
- 90.7.1. 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 Embarras personnel, or on Sundays and state and federal or other holidays recognized by Embarras, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Embarras equipment, shall be subject to such reasonable rules and regulations as Embarras may from time to time prescribe for its own employees and third party contractors.

90.7.2. Embarras reserves the right to require all persons entering or leaving the Premises during such hours as Embarras 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. Embarras 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.

90.8. Embarras shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarras 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 Embarras, 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, Embarras will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. Embarras may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarras 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 Embarras's access rights, except in the event such damages result solely from the willful misconduct of Embarras.

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

## **91. CLEC'S OBLIGATIONS**

91.1. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Embarras of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.



- 91.2 CLEC agrees to abide by all of Embarras's security practices for non-Embarras employees with access to the building, including, without limitation:
- 91.2.1. CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Embarras for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.
  - 91.2.2. CLEC will supply to Embarras the completed access form for employees or approved vendors who require access to the Premises. Embarras may reasonably deny access to any person into the building. Embarras's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarras. Embarras 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.
  - 91.2.3. 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 Embarras actual costs due to unreturned or replacement cards, codes, or keys.
  - 91.2.4. In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to Embarras and other parties authorized to access the Premise.
  - 91.2.5. CLEC's employees, agents, invitees and vendors must display identification cards at all times.
  - 91.2.6. CLEC will assist Embarras 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.
  - 91.2.7. Removal of all furniture, equipment or similar articles will be based on local Embarras security practices. These security practices will not be more stringent for CLEC than Embarras requires for its own employees or Embarras's contractors.
  - 91.2.8. 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 Embarras 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 Embarras from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
  - 91.2.9. CLEC agrees that Embarras may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Embarras 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.
  - 91.2.10. 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 twenty-four (24) hour emergency use by Embarq. CLEC shall promptly update this information as changes occur.

- 91.3. 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.
- 91.4. 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.
- 91.5. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.
- 91.6. 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.
- 91.7. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8. 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.
  - 91.8.1. 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.
- 91.9. 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 USC §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.

- 91.9.1. CLEC shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 CFR §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 CFR §1910.1200 and applicable state regulations if such regulations are more stringent.
- 91.9.2. If 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.
- 91.9.3. 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.
- 91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.
- 91.10. CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

- 91.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. 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.
- 91.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the building, or on the Collocation Space, without the prior written consent of Embarq.
- 91.10.3. 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.
- 91.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.
- 91.10.5. 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.
- 91.10.6. 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.
- 91.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 91.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 91.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 91.11. CLEC, its employees, agents, contractors, and business invitees shall:
  - 91.11.1. 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
  - 91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any



regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

- 91.12. CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to 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.
- 91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. CLEC shall permit Embarq to inspect all construction operations within the Collocation Space.
- 91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of 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.
- 91.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.
- 91.13. Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of 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.
- 91.14. Equipment Grounding. CLEC equipment shall be connected to Embarq's grounding system.
- 91.15. 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.



## **92. BUILDING RIGHTS**

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

- 92.1.1. Change the name or street address of the Premises;
- 92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
- 92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
- 92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
- 92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
- 92.1.6. 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;
- 92.1.7. 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;
- 92.1.8. 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;
- 92.1.9. 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;
- 92.1.10. 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.

- 92.2. 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.

- 92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

### **93. INDEMNIFICATION**

- 93.1. CLEC shall indemnify and hold Embarrq harmless from any and all claims arising from:
- 93.1.1. CLEC's use of the Collocation Space;
  - 93.1.2. 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;
  - 93.1.3. 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
  - 93.1.4. 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.
- 93.2. If any action or proceeding is brought against Embarrq by reason of any such claim, CLEC, upon notice from Embarrq, shall defend same at CLEC's expense employing counsel satisfactory to Embarrq.
- 93.3. CLEC shall at all times indemnify, defend, save and hold harmless Embarrq 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 Embarrq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarrq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarrq to give notice does not reduce CLEC's liability under this Section.
- 93.3.1. 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 Embarrq written notice thereof as soon as CLEC obtains such knowledge.
  - 93.3.2. 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 Embarrq, 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.
  - 93.3.3. 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.

### **94. PARTIAL DESTRUCTION**

- 94.1. 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, Embarrq 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, Embarrq notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Embarrq 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.

- 94.2. 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.
- 94.3. 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.

## **95. EMINENT DOMAIN**

- 95.1. 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 thirty (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.

## **96. BANKRUPTCY**

- 96.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

## **97. ASBESTOS**

- 97.1. 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

## 98. MISCELLANEOUS

- 98.1. 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.
- 98.2. 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.
- 98.3. 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.
- 98.4. 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.
- 98.5. 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.

**"Vitelco a division of Jilapuhn Inc"**

By: 

Name: Stan Roberson

Title: CEO

Date: September 23, 2008

**"Embarq"**

By: 

Name: Michael R. Hunsucker

Title: Director Contract Management

Date: 9-30-08



TABLE ONE

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY:	OHIO	8/15/2008
MRC	NRC			
		<b>RESALE DISCOUNTS</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	13.85%	
		Op Assist / DA	16.07%	
		<b>USAGE FILE CHARGES</b>	<b>MRC</b>	<b>NRC</b>
		Message Provisioning, per message	\$0.000684	
		Data Transmission, per message	\$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>OTHER CHARGES</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>	<b>MRC</b>	<b>NRC</b>
I0005		Tag and Label on a reinstall loop or an existing loop or resale		\$8.80
		<b>TRIP CHARGE</b>	<b>MRC</b>	<b>NRC</b>
I0007		Trip Charge		\$18.30
		<b>RATE ELEMENT</b>		
		<b>SERVICE ORDER / INSTALLATION / REPAIR</b>	<b>MRC</b>	<b>NRC</b>
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
		LNP Coordinated Conversion - Lines 1-10		\$88.33
		LNP Coordinated Conversion - Each additional line		\$4.79
		LNP Conversion - 10 Digit Trigger		\$0.00
		<b>UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)</b>		
I0018		DS1 Loop, per circuit		\$103.49
I0019		DS1 Transport, per circuit		\$103.49



	DS3 Loop, per circuit		ICB
	DS3 Transport, per circuit		ICB
	<b>UNBUNDLED NETWORK ELEMENTS (UNE)</b>		
	<b>PRE-ORDER LOOP QUALIFICATION</b>	<b>MRC</b>	<b>NRC</b>
	Loop Make-Up Information		\$10.69
	<b>LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
	<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	
I0024	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	
I0035	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	
I0046	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>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	
I0068	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	
I0078	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>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	
I0098	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	
I0108	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>LOOP CONDITIONING</b>	MRC	NRC
	<u>Load Coil Removal</u> 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
		<b>SUB LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
		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	
I0118		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	
I0128		Band 5	\$97.94	
	I0131	First Line		\$120.29
	I0132	Second Line and Each Additional Line (same time)		\$61.74
	I0133	Disconnect		\$46.49
		<b>DEDICATED INTEROFFICE TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
			Refer to Dedicated Transport Tab	
	DOH00	DS1		\$94.90
		DS1 Disconnect		\$17.23
			Refer to Dedicated Transport Tab	
	DOH01	DS3		\$94.90
		DS3 Disconnect		\$17.23
		<b>MULTIPLEXING</b>	<b>MRC</b>	<b>NRC</b>

		<b>Multiplexing elements are only relevant in conjunction with UNE transport.</b>		
ID134	ID135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$144.72	\$94.90
		DS1-DS0 Disconnect		\$17.23
ID136	ID137	Multiplexing - DS3-DS1 (per DS3)	\$252.07	\$94.90
		DS3-DS1 Disconnect		\$17.23
		<b>UNBUNDLED DARK FIBER TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
		<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
		<b>EEL COMBINATIONS</b>	<b>MRC</b>	<b>NRC</b>
		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.		
		<b>RECIPROCAL COMPENSATION</b>	<b>MRC</b>	<b>NRC</b>
		End Office - per MOU	\$0.003997	N/A
		Tandem Switching - per MOU	\$0.002435	N/A
		Shared Transport - per MOU	\$0.001641	N/A
		<b>TRANSIT SERVICE</b>	<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	\$0.005000	
		<b>DATABASE</b>	<b>MRC</b>	<b>NRC</b>
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff



		<b>DIRECTORY SERVICES</b>	<b>MRC</b>	<b>NRC</b>
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$3.00	
		<b>911 AND E911 TRANSPORT AND TERMINATION</b>	<b>MRC</b>	<b>NRC</b>
		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	\$202.96
		<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
10001		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)	\$18.00	
		<b>ROUTINE MODIFICATION OF FACILITIES</b>	<b>MRC</b>	<b>NRC</b>
		<b>Rearrangement of Cable</b>		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		<b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b>		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,190.00
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,447.16
		<b>Smart Jack</b>	Included in Loop MRC	Included in Loop NRC
		<b>Line Card Installation</b>	Included in Loop MRC	Included in Loop NRC
		<b>Multiplexing</b>	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

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	HBRNOHXAR	4
Jefferson	JFSAOHXAR	4
Johnston	JHTNOHXAR	4
Johnstown	JHTWOHXAR	4
Luckey	LCKYOHXAR	4
Lake Milton	LKMLOHXA	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	PTSKOHXA	4
Richfield Center	RCCTOHXAR	4
Smithville	SMVLOHXAR	4
Sunbury	SNBYOHXBR	4
Sterling	STNGOHXAR	4
Stony Ridge	STRGOHXA	4
Stryker	STRYOHXAR	4
Swanton	SWTNOHXAR	4
Utica	UTICOHXAR	4
Versailles	VRSLOHXAR	4
Wauseon	WASNOHXA	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
Cygnut	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

DEDICATED TRANSPORT RATE SUMMARY								OHIO
Key Codes		Rate Band	CLLI to CLLI		Route (Exchange to Exchange)		Dedicated	Dedicated
DS1	DS3		Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate
D0140	D1140	140	ADA OHXARS1	ALGROHXARS1	Ada	Alger	\$203.13	\$4,686.21
D0017	D1017	17	ADA OHXARS1	DNKROHXARS1	Ada	Dunkirk	\$203.13	\$4,686.21
D0141	D1141	141	ADA OHXARS1	LFYTOHXARS1	Ada	Lafayette	\$203.13	\$4,686.21
D0058	D1058	58	ADA OHXARS1	LIMAOHX22H	Ada	Lima	\$271.59	\$6,590.87
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	\$3,185.78
D0097	D1097	97	ANDVOHXARS1	KNMNOHXARS2	Andover	Kinsman	\$1,308.32	\$35,596.29
D0029	D1029	29	ANNAOHXARS1	BTKNOHXARS1	Anna	Bolton	\$362.51	\$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	LIMAOHX22H	Anna	Lima	\$430.91	\$11,084.65
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	Rossburg	\$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	\$222.15	\$5,206.69
D0103	D1103	103	APCKOHXARS1	KDRNOHXARS2	Apple Creek	Kidron	\$222.15	\$5,206.69
D0549	D1549	549	APCKOHXARS1	MNFDOHXAPS0	Apple Creek	Mansfield	\$317.68	\$7,893.72
D0104	D1104	104	APCKOHXARS1	ORVLDHXARS1	Apple Creek	Orville	\$222.15	\$5,206.69
D0265	D1265	265	APCKOHXARS1	WSTROHXA26E	Apple Creek	Wooster	\$222.15	\$5,206.69
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	ELDROHXARS1	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	Rossburg	\$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	\$678.45	\$23,345.63
D0090	D1090	90	BCYROHXARS1	MNFDOHXAPS0	Bucyrus	Mansfield	\$357.66	\$9,362.58
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	LIMAOHX22H	Bluffton	Lima	\$188.24	ICB
D0550	D1550	550	BGPROHXARS1	MNFDOHXAPS0	BigPrairie	Mansfield	\$588.00	\$15,220.39
D0018	D1018	18	BGPROHXARS1	SHRVOHXARS1	BigPrairie	Shreve	\$492.49	\$12,533.36
D0267	D1267	267	BGPROHXARS1	WSTROHXA26E	BigPrairie	Wooster	\$492.49	\$12,533.36
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	BLFOHXA59E	Belle Center	Bellefontaine	\$897.64	\$24,885.03
D0107	D1107	107	BLCTOHXARS1	RSISOHXARS1	Belle Center	Rushsylvania	\$1,406.01	\$38,870.29
D0269	D1269	269	BLFOHXA59E	DGRFOHXARS1	Bellefontaine	DeGraff	\$176.89	\$3,774.69
D0263	D1263	263	BLFOHXA59E	ELBLOHXA59E	Bellefontaine	East Liberty	\$145.60	\$3,039.77
D0284	D1284	284	BLFOHXA59E	FTLROHXARS1	Bellefontaine	Fort Loramie	\$239.87	ICB
D0270	D1270	270	BLFOHXA59E	HNVIOHXARS2	Bellefontaine	Huntsville	\$176.89	\$3,774.69
D0054	D1054	54	BLFOHXA59E	LIMAOHXA22H	Bellefontaine	Lima	\$333.31	\$8,344.65
D0359	D1359	359	BLFOHXA59E	MYVIOHXARS1	Bellefontaine	Marysville	\$333.31	\$8,344.65
D0271	D1271	271	BLFOHXA59E	RDWYOHXARS1	Bellefontaine	Ridgeway	\$508.37	\$13,985.26
D0272	D1272	272	BLFOHXA59E	RSISOHXARS1	Bellefontaine	Rushsylvania	\$508.37	\$13,985.26
D0148	D1148	148	BLFOHXA59E	SDNYOHXA49C	Bellefontaine	Sidney	\$115.13	\$2,235.63
D0060	D1060	60	BLFOHXA59E	WLBTOHXARS1	Bellefontaine	West Liberty	\$145.60	\$3,039.77
D0273	D1273	273	BLFOHXA59E	WMFDOHXARS2	Bellefontaine	West Mansfield	\$451.36	\$11,352.00
D0013	D1013	13	BLVLOHXA59E	BTLOHXA59E	Bellville	Butler	\$145.53	\$2,897.16
D0191	D1191	191	BLVLOHXA59E	LUCSOHXA59E	Bellville	Lucas	\$145.53	\$2,897.16
D0192	D1192	192	BLVLOHXA59E	LXTNOHXARS1	Bellville	Lexington	\$232.43	\$4,329.32
D0193	D1193	193	BLVLOHXA59E	MNFDOHXAPS0	Bellville	Mansfield	\$145.53	\$2,897.16
D0151	D1151	151	BMDLOHXA59E	CYGTIOHXA655	Bloomdale	Cyngnet	\$916.40	\$24,373.96
D0152	D1152	152	BMDLOHXA59E	PRTGOHXARS2	Bloomdale	Portage	\$916.40	\$24,373.96
D0184	D1184	184	BRCTOHXARS2	LKMLOHXA59E	Berlin Ctr	Lake Milton	\$548.79	\$12,937.21
D0185	D1185	185	BRCTOHXARS2	NBENOHXA59E	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	GTBGDOHXARS1	Bradford	Gettysburg	\$126.32	\$2,535.25
D0217	D1217	217	BRFROHXARS1	HLBGDOHXA997	Bradford	Hollansburg	\$633.02	\$15,544.55
D0153	D1153	153	BRFROHXARS1	NWMSOHXA59E	Bradford	New Madison	\$633.02	\$15,544.55
D0170	D1170	170	BRFROHXARS1	RSBGOHXARS1	Bradford	Rosburg	\$126.32	\$2,535.25
D0110	D1110	110	BRFROHXARS1	VRSLOHXA59E	Bradford	Versailles	\$126.32	\$2,535.25
D0039	D1039	39	BRTLOHXA55C	CHHLOHXA59E	Bartlett	Chesterhill	\$223.62	\$5,083.22
D0260	D1260	260	BRTLOHXA55C	STPTOHXA560	Bartlett	Stockport	\$223.62	\$5,083.22
D0048	D1048	48	BTXNOHXARS1	FTLROHXA59E	Botkins	Fort Loramie	\$476.05	\$9,971.96
D0246	D1246	246	BTXNOHXARS1	JKCTOHXA59E	Botkins	Jackson Center	\$349.73	\$7,436.71
D0551	D1551	551	BTXNOHXARS1	LIMAOHXA22H	Botkins	Lima	\$751.84	\$19,807.77
D0247	D1247	247	BTXNOHXARS1	SDNYOHXA49C	Botkins	Sidney	\$349.73	\$7,436.71
D0194	D1194	194	BTLOHXA59E	LUCSOHXA59E	Butler	Lucas	\$145.53	\$2,897.16
D0195	D1195	195	BTLOHXA59E	LXTNOHXARS1	Butler	Lexington	\$232.43	\$4,329.32
D0196	D1196	196	BTLOHXA59E	MNFDOHXAPS0	Butler	Mansfield	\$145.53	\$2,897.16
D0236	D1236	236	BVRDOHXA59E	CARAHOXA59E	Beaverdam	Cairo	\$536.35	\$12,802.97
D0218	D1218	218	BVRDOHXA59E	LFYTOHXA59E	Beaverdam	Lafayette	\$282.29	\$6,726.14
D0094	D1094	94	BVRDOHXA59E	LIMAOHXA22H	Beaverdam	Lima	\$282.29	\$6,726.14
D0378	D1378	378	CARAHOXA59E	GOMROHXA642	Cairo	Gomer	\$254.06	\$6,076.83
D0379	D1379	379	CARAHOXA59E	LIMAOHXA22H	Cairo	Lima	\$254.06	\$6,076.83
D0014	D1014	14	CHHLOHXA59E	MCNVOHXA96E	Chesterhill	McConnelsville	\$223.62	\$5,083.22
D0206	D1206	206	CHHLOHXA59E	PEVLOHXA557	Chesterhill	Perrinsville	\$223.62	\$5,083.22
D0207	D1207	207	CHHLOHXA59E	STPTOHXA559	Chesterhill	Stockport	\$223.62	\$5,083.22
D0036	D1036	36	CHVLOHXA76E	JHVLOHXA59E	Chesterhill	Johnsville	\$443.93	\$10,239.24
D0010	D1010	10	CHVLOHXA76E	MRNGOHXA59E	Chesterhill	Marengo	\$188.35	\$4,096.28
D0042	D1042	42	CHVLOHXA76E	MTGLOHXA59E	Chesterhill	Mount Gilead	\$188.35	\$4,096.28
D0086	D1086	86	CHVLOHXA76E	MTVROHXA39E	Chesterhill	Mount Vernon	\$188.35	ICB
D0276	D1276	276	CLDNOHXA845	MTGLOHXA59E	Caledonia	Mount Gilead	\$255.17	\$6,142.95
D0237	D1237	237	CLDNOHXA845	NWCHOHXA59E	Caledonia	New Winchester	\$255.17	\$6,142.95
D0249	D1249	249	CMDNOHXA59E	EATNOHXA59E	Camden	Eaton	\$206.98	\$4,617.59
D0034	D1034	34	CMDNOHXA59E	ELDROHXA59E	Camden	Eldorado	\$713.68	\$17,826.88
D0250	D1250	250	CMDNOHXA59E	NWPROHXA59E	Camden	New Paris	\$206.98	\$4,617.59
D0251	D1251	251	CMDNOHXA59E	WMCHOHXA59E	Camden	West Manchester	\$206.98	\$4,617.59
D0552	D1552	552	CNBGOHXA59E	MNFDOHXAPS0	Centerburg	Mansfield	\$247.26	\$6,291.40

D0024	D1024	24	CNBOHXARS2	MTVROHXA39E	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
D0154	D1154	154	CRDOHXARS1	GRNEOHXARS2	Cortland	Greene	\$931.00	\$25,819.33
D0111	D1111	111	CRDOHXARS1	HRFROHXARS2	Cortland	Hartford	\$1,308.32	\$35,596.29
D0155	D1155	155	CRDOHXARS1	JHTNOHXARS2	Cortland	Johnston	\$1,463.22	\$38,755.41
D0112	D1112	112	CRDOHXARS1	KNMNOHXARS2	Cortland	Kinsman	\$1,308.32	\$35,596.29
D0311	D1311	311	CRDOHXARS1	LRTWOHXARS1	Cortland	Lordstown	\$331.20	\$6,092.34
D0278	D1278	278	CRDOHXARS1	LVBOHXARS2	Cortland	Leavittsburg	\$154.89	\$3,159.12
D0209	D1209	209	CRTDOHXARS2	JHTWOHXARS1	Croton	Johnstown	\$149.54	\$3,185.78
D0252	D1252	252	CTFDOHXARL1	LYKNOHXARL1	Chattfield	Lykens	\$876.45	\$23,345.63
D0156	D1156	156	CYGOHXARS5	PRTGOHXARS2	Cygnat	Portage	\$470.56	\$12,138.95
D0157	D1157	157	CYGOHXARS5	RSNGOHXARS1	Cygnat	Rising Sun	\$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	\$17,548.56
D0401	D1401	401	DANKOHXARS2	MTVROHXA39E	Danville	Mount Vernon	\$407.32	\$10,227.07
D0285	D1285	285	DFNCOHXARP0	FTLROHXARS1	Defiance	Fort Loramie	\$1,072.61	ICB
D0114	D1114	114	DFNCOHXARP0	JEWLOHXARS2	Defiance	Jewell	\$283.81	\$7,697.99
D0093	D1093	93	DFNCOHXARP0	LIMAOHXA22H	Defiance	Lima	\$611.27	\$16,471.11
D0538	D1538	538	DFNCOHXARP0	MNFDOHXAPS0	Defiance	Mansfield	\$521.92	\$13,612.93
D0059	D1059	59	DFNCOHXARP0	NPLNOHXAPS0	Defiance	Napoleon	\$283.81	\$7,697.99
D0092	D1092	92	DGRFOHXARS1	LIMAOHXA22H	DeGraff	Lima	\$537.17	\$14,040.04
D0253	D1253	253	DGRFOHXARS1	RSWDOHXARS1	DeGraff	Rosewood	\$176.89	\$3,774.69
D0219	D1219	219	DLPHOHXA68E	GOMROHXA642	Delphos	Gomer	\$461.52	\$10,883.07
D0407	D1407	407	DLPHOHXA68E	LIMAOHXA22H	Delphos	Lima	\$200.60	\$5,341.27
D0220	D1220	220	DLPHOHXA68E	VNDOHXARS1	Delphos	Venedocia	\$207.46	\$4,807.14
D0186	D1186	186	DMSCOHXARS1	NBENOHXARS2	Damascus	North Benton	\$548.79	\$12,937.21
D0035	D1035	35	DSHLOHXARS2	GRTNOHXA256	Deshler	Gretton-Malinta	\$407.94	\$10,420.63
D0030	D1030	30	DSHLOHXARS2	HMLROHXA274	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	LIMAOHXA22H	East Liberty	Lima	\$576.45	\$15,152.52
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	HLBOHXARS1	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	ELIDOHXARP0	LIMAOHXA22H	Elida	Lima	\$76.93	\$1,878.36
D0182	D1182	182	FLRDOHXARS1	GRTNOHXA256	Florida	Gretton-Malinta	\$691.75	\$18,118.61
D0171	D1171	171	FLRDOHXARS1	HLGTOHXA264	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	NPLNOHXAPS0	Florida	Napoleon	\$283.81	\$7,697.99
D0199	D1199	199	FRBGOHXARS1	HMVLOHXARS2	Fredericksburg	Holmesville	\$165.53	\$3,621.17
D0554	D1554	554	FRBGOHXARS1	MNFDOHXAPS0	Fredericksburg	Mansfield	\$261.04	\$6,308.20
D0282	D1282	282	FRBGOHXARS1	WSTROHXA26E	Fredericksburg	Wooster	\$165.53	\$3,621.17
D0555	D1555	555	FRTWOHXARS1	MNFDOHXAPS0	Fredericktown	Mansfield	\$301.71	\$7,447.01
D0424	D1424	424	FRTWOHXARS1	MTVROHXA39E	Fredericktown	Mount Vernon	\$188.35	\$4,096.28
D0074	D1074	74	FTLROHXARS1	GNVLOHXA51T	Fort Loramie	Greenville	\$126.32	\$2,535.25
D0262	D1262	262	FTLROHXARS1	JKCTOHXARS1	Fort Loramie	Jackson Center	\$239.67	\$4,536.74
D0286	D1286	286	FTLROHXARS1	LIMAOHXA22H	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	\$2,535.25
D0200	D1200	200	GLMTOHXARS2	KLBCOHXARS1	Glenmont	Kilbuck	\$165.53	\$3,621.17



D0201	D1201	201	GLMTOHXARS2	MLBGOHXARS1	Glenmont	Millersburg	\$165.53	\$3,621.17
D0539	D1539	539	GLMTOHXARS2	WSTROHXA26E	Glenmont	Wooster	\$165.53	\$3,621.17
D0547	D1547	547	GMBROHXARS1	MNFDHXA26E	Gambier	Mansfield	\$670.69	\$17,548.56
D0116	D1116	116	GMBROHXARS1	MRBGOHXARS1	Gambier	Martinsburg	\$407.32	\$10,227.07
D0433	D1433	433	GMBROHXARS1	MTVROHXA39E	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	\$12,144.38
D0290	D1290	290	GNVLOHXA51T	NWMSOHXARS1	Greenville	New Madison	\$506.69	\$13,009.30
D0291	D1291	291	GNVLOHXA51T	RSBGOHXA997	Greenville	Rosburg	\$126.32	\$2,535.25
D0292	D1292	292	GNVLOHXA51T	VRSLOHXA997	Greenville	Versailles	\$126.32	\$2,535.25
D0293	D1293	293	GOMROHXA642	LIMAOHXA22H	Gomer	Lima	\$468.39	\$11,629.94
D0009	D1009	9	GRNEOHXARS2	JHTNOHXA997	Greene	Johnston	\$1,085.90	\$28,976.44
D0312	D1312	312	GRNEOHXARS2	LRTWOHXA997	Greene	Lordstown	\$1,484.63	\$38,529.51
D0294	D1294	294	GRNEOHXARS2	LVBGOHXA997	Greene	Leavittsburg	\$1,001.52	\$26,791.78
D0027	D1027	27	GRSPOHXA997	OLFTOHXA997	Green Springs	Old Fort	\$916.40	\$24,373.98
D0181	D1181	181	GRTNOHXA256	HLGTOHXA264	Gretton-Mainta	Holgate	\$407.94	\$10,420.63
D0258	D1258	258	GRTNOHXA256	HMLROHXA274	Gretton-Mainta	Hamler	\$407.94	\$10,420.63
D0183	D1183	183	GRTNOHXA256	LBCTOHXA997	Gretton-Mainta	Liberty Center	\$407.94	\$10,420.63
D0147	D1147	147	GRTNOHXA256	NPLNOHXA997	Gretton-Mainta	Napoleon	\$407.94	\$10,420.63
D0224	D1224	224	GTBGOHXA997	HLBGOHXA997	Gettysburg	Hollansburg	\$633.02	\$15,544.55
D0158	D1158	158	GTBGOHXA997	NWMSOHXARS1	Gettysburg	New Madison	\$633.02	\$15,544.55
D0173	D1173	173	GTBGOHXA997	RSBGOHXA997	Gettysburg	Rosburg	\$126.32	\$2,535.25
D0118	D1118	118	GTBGOHXA997	VRSLOHXA997	Gettysburg	Versailles	\$126.32	\$2,535.25
D0119	D1119	119	HBRNOHXA997	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	NWPROHXA997	Hollansburg	New Paris	\$506.69	\$13,009.30
D0244	D1244	244	HLBGOHXA997	RSBGOHXA997	Hollansburg	Rosburg	\$633.02	\$15,544.55
D0226	D1226	226	HLBGOHXA997	VRSLOHXA997	Hollansburg	Versailles	\$633.02	\$15,544.55
D0295	D1295	295	HLBGOHXA997	WMCHOHXA997	Hollansburg	West Manchester	\$206.98	\$4,617.59
D0256	D1256	256	HLGTOHXA264	HMLROHXA274	Holgate	Hamler	\$407.94	\$10,420.63
D0174	D1174	174	HLGTOHXA264	LBCTOHXA997	Holgate	Liberty Center	\$407.94	\$10,420.63
D0296	D1296	296	HLGTOHXA264	NPLNOHXA997	Holgate	Napoleon	\$407.94	\$10,420.63
D0202	D1202	202	HMVLOHXA997	MLBGOHXA997	Holmesville	Millersburg	\$165.53	\$3,621.17
D0556	D1556	556	HMVLOHXA997	MNFDHXA26E	Holmesville	Mansfield	\$261.04	\$6,308.20
D0297	D1297	297	HNVLOHXA997	WSTROHXA26E	Holmesville	Wooster	\$165.53	\$3,621.17
D0565	D1565	565	HNVLOHXA997	MNFDHXA26E	Huntsville	Mansfield	\$537.17	\$14,040.04
D0159	D1159	159	HRFROHXA997	JHTNOHXA997	Hartford	Johnston	\$1,036.80	\$27,780.10
D0120	D1120	120	HRFROHXA997	KNMNOHXA997	Hartford	Kinsman	\$1,589.01	\$40,716.18
D0313	D1313	313	HRFROHXA997	LRTWOHXA997	Hartford	Lordstown	\$331.20	\$6,092.34
D0298	D1298	298	HRFROHXA997	LVBGOHXA997	Hartford	Leavittsburg	\$260.69	\$5,119.89
D0160	D1160	160	JFSAOHXA997	NWLYOHXA997	Jefferson	New Lyme	\$1,308.32	\$35,596.29
D0161	D1161	161	JHTNOHXA997	KNMNOHXA997	Johnston	Kinsman	\$1,463.22	\$38,755.41
D0314	D1314	314	JHTNOHXA997	LRTWOHXA997	Johnston	Lordstown	\$331.20	\$6,092.34
D0299	D1299	299	JHTNOHXA997	LVBGOHXA997	Johnston	Leavittsburg	\$260.69	\$5,119.89
D0241	D1241	241	JHVLOHXA997	LXTNOHXA997	Johnsville	Lexington	\$255.17	\$6,142.95
D0300	D1300	300	JHVLOHXA997	MNFDHXA26E	Johnsville	Mansfield	\$255.17	\$6,142.95
D0301	D1301	301	JHVLOHXA997	MTGLOHXA997	Johnsville	Mount Gilead	\$255.17	\$6,142.95
D0465	D1465	465	JKCTOHXA997	LIMAOHXA22H	Jackson Center	Lima	\$333.31	\$8,344.65
D0242	D1242	242	JKCTOHXA997	SDNYOHXA997	Jackson Center	Sidney	\$113.55	\$2,177.36
D0557	D1557	557	KDRNOHXA997	MNFDHXA26E	Kidron	Mansfield	\$317.66	\$7,893.72
D0121	D1121	121	KDRNOHXA997	ORVLOHXA997	Kidron	Orville	\$222.15	\$5,206.69
D0302	D1302	302	KDRNOHXA997	WSTROHXA26E	Kidron	Wooster	\$222.15	\$5,206.69
D0203	D1203	203	KLBCOHXA997	MLBGOHXA997	Killbuck	Millersburg	\$165.53	\$3,621.17
D0558	D1558	558	KLBCOHXA997	MNFDHXA26E	Killbuck	Mansfield	\$261.04	\$6,308.20
D0540	D1540	540	KLBCOHXA997	WSTROHXA26E	Killbuck	Wooster	\$165.53	\$3,621.17
D0315	D1315	315	KNMNOHXA997	LRTWOHXA997	Kinsman	Lordstown	\$1,484.63	\$38,529.51

D0303	D1303	303	KNMNOHXARS2	LVBGHAXARS2	Kinsman	Leavittsburg	\$1,414.12	\$37,557.06
D0144	D1144	144	LBCTOHXARS1	NPLNOHXAPS0	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	MTVROHXA39E	Lima	Mt. Vernon	\$333.31	\$8,344.65
D0087	D1087	87	LIMAOHXA22H	MYVIOHXARS1	Lima	Marysville	\$333.31	\$8,344.65
D0088	D1088	88	LIMAOHXA22H	NPLNOHXAPS0	Lima	Napoleon	\$422.66	\$11,202.83
D0546	D1546	546	LIMAOHXA22H	RCFROHXA36A	Lima	Rockford	\$200.60	\$5,341.27
D0535	D1535	535	LIMAOHXA22H	RSPNOHXARS1	Lima	Russells Point	\$413.15	\$10,580.28
D0078	D1078	78	LIMAOHXA22H	SDNYOHXA49C	Lima	Sidney	\$333.31	\$8,344.65
D0477	D1477	477	LIMAOHXA22H	VNWRQHAXARS1	Lima	Van Wert	\$200.60	\$5,341.27
D0077	D1077	77	LIMAOHXA22H	WLBOHXARS1	Lima	West Liberty	\$576.45	\$15,152.52
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	LIMAOHXBRS1	WSTROHXA26E	Lima	Wooster	\$429.27	\$11,031.68
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	LRTVOHXARS1	NWFLOHXARS1	Lordsburg	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	LVBGHAXARS2	NWFLOHXARS2	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	MCONVOHXA96E	PEVLOHXA557	McCormicksville	Pennsville	\$223.62	\$5,083.22
D0190	D1190	190	MCONVOHXA96E	RNRVOHAXARS1	McCormicksville	Reinersville-	\$274.20	\$7,428.54
D0127	D1127	127	MCONVOHXA96E	STPTOHXA559	McCormicksville	Hackney	\$223.62	\$5,083.22
D0085	D1085	85	MDROHAXARS1	MNFDOHXAPS0	Madisonburg	Stockport	\$276.37	\$6,507.46
D0541	D1541	541	MDROHAXARS1	WSTROHXA26E	Madisonburg	Mansfield	\$276.37	\$6,507.46
D0176	D1176	176	MGSPOHXARS1	MYVIOHXARS1	Magnetic Springs	Wooster	\$145.12	\$3,820.43
D0177	D1177	177	MGSPOHXARS1	RYMNOHXARS1	Magnetic Springs	Marysville	\$1,188.13	\$32,261.91
D0067	D1067	67	MLBGHAXARS0	MNFDOHXAPS0	Millersburg	Raymond	\$1,198.13	\$32,261.91
D0204	D1204	204	MLBGHAXARS1	NSVLOHXARS2	Millersburg	Mansfield	\$131.25	\$2,687.03
D0149	D1149	149	MLBGHAXARS1	WSTROHXA26E	Millersburg	Nashville	\$154.44	\$3,146.46
D0133	D1133	133	MLCTOHXARS1	MYVIOHXARS1	Millersburg	Wooster	\$165.53	\$3,621.17
D0128	D1128	128	MLCTOHXARS1	NLBGOHXA747	Millersburg	Wooster	\$165.53	\$3,621.17
D0080	D1080	80	MNFDOHXAPS0	MNFDOHXBRS1	Millersburg	Wooster	\$165.53	\$3,621.17
D0082	D1082	82	MNFDOHXAPS0	MNFDOHXCRP0	Millersburg	Wooster	\$165.53	\$3,621.17
D0076	D1076	76	MNFDOHXAPS0	MNFDOHXDRP0	Millersburg	Wooster	\$165.53	\$3,621.17
D0559	D1559	559	MNFDOHXAPS0	MRBGOHAXARS1	Millersburg	Wooster	\$165.53	\$3,621.17
D0084	D1084	84	MNFDOHXAPS0	MRNGOHAXARS1	Millersburg	Wooster	\$165.53	\$3,621.17
D0560	D1560	560	MNFDOHXAPS0	MRVLOHAXARS2	Millersburg	Wooster	\$165.53	\$3,621.17
D0055	D1055	55	MNFDOHXAPS0	MTGLOHAXARS2	Millersburg	Wooster	\$165.53	\$3,621.17
D0490	D1490	490	MNFDOHXAPS0	MTVROHXA39E	Millersburg	Wooster	\$165.53	\$3,621.17
D0561	D1561	561	MNFDOHXAPS0	NSVLOHAXARS2	Millersburg	Wooster	\$165.53	\$3,621.17
D0088	D1088	88	MNFDOHXAPS0	ORVLOHAXARS1	Millersburg	Wooster	\$165.53	\$3,621.17
D0562	D1562	562	MNFDOHXAPS0	RTMNOHXARS2	Millersburg	Wooster	\$165.53	\$3,621.17
D0081	D1081	81	MNFDOHXAPS0	SHLBOHAXARS1	Millersburg	Wooster	\$165.53	\$3,621.17

D0129	D1129	129	MNFDHAPS0	SHLHOHARS1	Mansfield	Shiloh	\$234.63	\$5,392.01
D0563	D1563	563	MNFDHAPS0	SHRVOHARS1	Mansfield	Shreve	\$261.04	\$6,308.20
D0095	D1095	95	MNFDHAPS0	SMVLOHARS1	Mansfield	Smithville	\$276.37	\$6,507.46
D0564	D1564	564	MNFDHAPS0	STNGOHARS2	Mansfield	Sterling	\$329.69	\$8,599.48
D0537	D1537	537	MNFDHAPS0	UTICOHARS1	Mansfield	Ulica-Homer	\$670.89	\$17,548.56
D0049	D1049	49	MNFDHAPS0	WLDROHARP0	Mansfield	Woodland	\$82.44	\$1,320.45
D0091	D1091	91	MNFDHAPS0	WSTRHXA26E	Mansfield	Wooster	\$131.25	\$2,687.03
D0008	D1008	8	MOLNOHARS2	STRGOHARS1	Moline	Stony Ridge	\$791.72	\$20,633.41
D0318	D1318	318	MOLNOHARS2	WDVLOHXA849	Moline	Woodville	\$791.72	\$20,633.41
D0493	D1493	493	MRBGOHARS1	MTVROHXA39E	Martinsburg	Mount Vernon	\$407.32	\$10,227.07
D0130	D1130	130	MRBGOHARS1	UTICOHARS1	Martinsburg	Ulica-Homer	\$407.32	\$10,227.07
D0261	D1261	261	MRNGOHARS1	MTGLOHXA35A	Marengo	Mount Gilead	\$188.35	\$4,096.28
D0005	D1005	5	MRRWOHARS1	SLBNOHARS1	Morrow	South Lebanon	\$252.25	\$5,885.29
D0131	D1131	131	MRVLOHARS2	ORVLOHARS1	Marshallville	Orville	\$221.00	\$5,912.45
D0542	D1542	542	MRVLOHARS2	WSTRHXA26E	Marshallville	Wooster	\$221.00	\$5,912.45
D0132	D1132	132	MTVCOHARS1	RDWYOHARS1	Mount Victory	Ridgeway	\$508.37	\$13,985.26
D0499	D1499	499	MTVROHXA39E	UTICOHARS1	Mount Vernon	Ulica-Homer	\$407.32	\$10,227.07
D0134	D1134	134	MYVIOHARS1	NLBGOHXA747	Marysville	North Lewisburg	\$145.60	\$3,039.77
D0135	D1135	135	MYVIOHARS1	RYMNOHARS1	Marysville	Raymond	\$145.60	\$3,039.77
D0164	D1164	164	MYVIOHARS1	YRCTOHXA35B	Marysville	York Center	\$653.96	\$17,025.04
D0536	D1536	536	NPLNOHAPS0	SWTNOHARP0	Napoleon	Swanton	\$111.92	\$2,858.18
D0051	D1051	51	NPLNOHAPS0	WTVLOHARP0	Napoleon	Waterville	\$111.92	\$2,858.18
D0205	D1205	205	NSVLOHARS2	SHRVOHARS1	Nashville	Shreve	\$165.53	\$3,621.17
D0543	D1543	543	NSVLOHARS2	WSTRHXA26E	Nashville	Wooster	\$165.53	\$3,621.17
D0228	D1228	228	NWMSOHARS1	NWPROHARS1	New Madison	New Paris	\$713.68	\$17,626.88
D0188	D1188	188	NWMSOHARS1	RSBGOHARS1	New Madison	Rossburg	\$633.02	\$15,544.55
D0165	D1165	165	NWMSOHARS1	VRSLOHARS1	New Madison	Versailles	\$633.02	\$15,544.55
D0229	D1229	229	NWMSOHARS1	WMCHOHARS1	New Madison	West Manchester	\$506.69	\$13,009.30
D0568	D1568	568	NWPROHARS1	SDNYOHXA49C	New Paris	Sidney	\$375.32	\$9,864.28
D0243	D1243	243	NWPROHARS1	WMCHOHARS1	New Paris	West Manchester	\$206.98	\$4,617.59
D0136	D1136	136	ORVLOHARS1	SMVLOHARS1	Orville	Smithville	\$221.00	\$5,912.45
D0322	D1322	322	ORVLOHARS1	WSTRHXA26E	Orville	Wooster	\$221.00	\$5,912.45
D0178	D1178	178	PEVLOHXA557	STPTOHXA559	Pennsville	Stockport	\$223.62	\$5,083.22
D0137	D1137	137	RDWYOHARS1	RSBGOHARS1	Ridgeway	Rushsylvania	\$508.37	\$13,985.26
D0179	D1179	179	RSBGOHARS1	VRSLOHARS1	Rossburg	Versailles	\$126.32	\$2,535.25
D0138	D1138	138	RTMNOHARS2	STNGOHARS2	Rittman	Sterling	\$221.00	\$5,912.45
D0544	D1544	544	RTMNOHARS2	WSTRHXA26E	Rittman	Wooster	\$221.00	\$5,912.45
D0139	D1139	139	RYMNOHARS1	YRCTOHXA35B	Raymond	York Center	\$508.37	\$13,985.26
D0323	D1323	323	SHLBOHARS1	SHLHOHARS1	Shelby	Shiloh	\$234.63	\$5,392.01
D0324	D1324	324	SHRVOHARS1	WSTRHXA26E	Shreve	Wooster	\$165.53	\$3,621.17
D0167	D1167	167	SLBNOHARS1	WYVLOHARS1	South Lebanon	Waynesville	\$252.25	\$5,885.29
D0567	D1567	567	SHLHOHARS1	WSTRHXA26E	Shiloh	Wooster	\$585.82	\$14,589.42
D0325	D1325	325	SMVLOHARS1	WSTRHXA26E	Smithville	Wooster	\$221.00	\$5,912.45
D0545	D1545	545	STNGOHARS1	WSTRHXA26E	Sterling	Wooster	\$221.00	\$5,912.45
D0166	D1166	166	STRGOHARS1	WDVLOHXA849	Stony Ridge	Woodville	\$706.12	\$18,485.83
D0230	D1230	230	VNDCOHARS0	VNWROHARS1	Venedocia	Van Wert	\$207.46	\$4,807.14
D0255	D1255	255	WMFDOHARS2	YRCTOHXA35B	West Mansfield	York Center	\$1,410.73	\$39,127.11
D0146	D1146	146	WMNSOHARS2	WYFDOHARS3	Westminster	Waynesfield	\$203.13	\$4,686.21
D0566	D1566	566	WRRNOHAPS0	WRRNOHXB37A	Warren XA	Warren XB	\$111.19	\$2,125.38



TABLE TWO

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
<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)	\$ 1868.14	\$ 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
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<b>Physical and Virtual Collocation Elements</b> <i>(continued)</i>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
<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 A – TRRO Wire Center Thresholds as of June 1, 2007

### LOOPS

Wire Centers exceeding the UNE Loop DS1 and DS3 Threshold (60,000 Business Access Lines and 4-fiber based collocators):

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 5	LSVGNVXG	June 1, 2006
NV	South South	LSVGNVXV	June 1, 2007

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4-fiber based collocators):

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	Main	LSVGNVXB	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
NV	South 6	LSVGNGXL	June 1, 2006

### TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport:

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Altamonte Springs	ALSPFLXA	April 22, 2005
FL	Fort Myers	FTMYFLXA	April 22, 2005
FL	Maitland	MTLDFLXA	April 22, 2005
FL	Tallahassee	TLHSFLXA	April 22, 2005
FL	Winter Park	WNPFLXA	April 22, 2005
NC	Rocky Mount	RCMTNCXA	June 1, 2007
NV	East 1	LSVGNVXR	June 1, 2006
NV	Main	LSVGNVXB	April 22, 2005
NV	South 5	LSVGNVXG	April 22, 2005
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 6	LSVGNVXL	April 22, 2005
NV	South South	LSVGNVXV	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
TN	Bristol	BRSTTNXA	April 22, 2005
TN	Johnson City	JHCYTNXC	April 22, 2005
TN	Kingsport	KGPTTNXA	April 22, 2005

Tier 2 Wire Centers for UNE Dedicated Transport:

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Goldenrod	GLRDFLXA	April 22, 2005
FL	Lake Brantley	LKBRFLXA	April 22, 2005
FL	Ft. Walton Beach	FTWBFLXA	June 1, 2007
FL	Naples	NPLSFLXD	June 1, 2006
FL	Ocala	OCALFLXA	June 1, 2006
FL	Tallahassee	TLHSFLXD	April 22, 2005
MO	Jefferson City	JFCYMOXA	April 22, 2005
NC	Fayetteville	FYVLNCXA	April 22, 2005
NV	North 5	LSVGNVXU	June 1, 2007
SC	Greenwood	GNWDSCXC	June 1, 2007
VA	Charlottesville	CHVLVAXA	June 1, 2006

All other Embarq Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 08-1160-TP-NAG, 90-5041-TP-TRF**

Summary: Application of United Telephone Company of Ohio d/b/a Embarq for approval of a negotiated agreement with Vitleco a division of Jilapuhn Financial, Inc. (Part 2 of 2) electronically filed by Sonya I Summers on behalf of United Telephone Company of Ohio d/b/a Embarq