

CenturyLink

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November 2, 2010

Ms. Reneé Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

RE: Application of CenturyTel of Ohio Inc., d/b/a CenturyLink for
Approval of a Negotiated Agreement with Embarq Communications Inc.

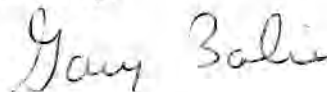
PUCO Case No: 10-2467-TP-NAG
90-5010-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing is an Application of CenturyTel of Ohio Inc. d/b/a CenturyLink for Approval of a Negotiated Agreement with Embarq Communications Inc. under Section 252 of the Telecommunications Act of 1996. The Telecommunications Application Form is also being submitted at this time.

Thank you for your assistance in this matter.

Sincerely,



Gary Baki

Enclosures

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of CenturyTel of Ohio Inc.,)
d/b/a CenturyLink for a Negotiated Agreement with Embarq)
communications Inc.)
)

TRF Docket No. 90-5010 TP-TRF

Case No. 09-2467-TP-NAG

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) CenturyTel of Ohio Inc.

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 50 W. Broad St., Suite 3600 Columbus, Ohio 43215

Company Web Address www.centurylink.com

Regulatory Contact Person(s) Gary Baki

Phone 614-220-8629

Fax 614-224-3902

Regulatory Contact Person's Email Address gary.s.baki@centurylink.com

Contact Person for Annual Report Mike Mohr

Phone 913-345-7625

Address (if different from above) _____

Consumer Contact Information Donna Powell

Phone 800-238-3095

Address (if different from above) CenturyLink Executive and Regulatory Services, Tarboro NC 27886

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, United Telephone Company of Ohio, and am authorized to make this statement on its behalf.
d/b/a CenturyLink

(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Joseph R. Stewart

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) _____

(Date), November 2, 2010

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
CenturyTel of Ohio Inc., d/b/a)
CenturyLink for the Approval of a Negotiated)
Agreement with Embarq Communications)
Inc. Under Section 252 of the)
Telecommunications Act of 1996)

Case No. 10-2467-TP-NAG

APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT UNDER THE
TELECOMMUNICATIONS ACT OF 1996

CenturyTel of Ohio Inc., d/b/a CenturyLink applies to the Commission for review and approval of the attached Traffic Exchange Agreement ("Agreement") that is dated August 31, 2010 between CenturyTel of Ohio Inc., d/b/a CenturyLink ("CenturyLink") and Embarq Communications Inc. ("CLEC"), pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et seq.) ("the Act").

The Agreement between the parties shall consist of the interconnection between Local Exchange Carriers ("LEC's") for the mutual exchange and termination of traffic originating on each LEC's network and is dated August 31, 2010 arrived at through negotiations between CenturyLink and CLEC as contemplated by Section 252(a) of the Act.

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e) (1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience and necessity."

The attached Agreement does not discriminate against any telecommunications carrier that is not a party to the Agreement. CenturyLink will make the Agreement available to any other carrier operating in CenturyLink service territory. However, the Agreement does not preclude different arrangements with other carriers. In addition, this Agreement does not impact any other company's right to negotiate or arbitrate under the Act.

The attached Agreement is consistent with the public interest, convenience and necessity because it allows for interconnection and traffic exchange for the companies. The Agreement represents the end product of good faith negotiations between CenturyLink and CLEC. This is exactly the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Therefore, the implementation of the Agreement will be consistent with the public interest, convenience and necessity.

CenturyLink requests that the Commission approve the Agreement.

Respectfully submitted,



Joseph R. Stewart (Ohio Reg. No. 0028763)
Attorney for United Telephone Company of Ohio
d/b/a CenturyLink
50 West Broad Street, Suite 3600
Columbus, Ohio 43215-5918
Telephone: 614/220-8625
Facsimile: 614/224-3902
joseph.r.stewart@centurylink.com

CERTIFICATE OF SERVICE

Copies of the foregoing Application for Approval of a Negotiated Agreement between CenturyTel of Ohio Inc., d/b/a CenturyLink and Embarq Communication Inc. served on the following person by email on this 2nd day of November, 2010.



Joseph R. Stewart (Ohio Reg. No. 0028763)
Attorney for United Telephone Company of Ohio
d/b/a CenturyLink
50 West Broad Street, Suite 3600
Columbus, Ohio 43215-5918
Telephone: 614/220-8625
Facsimile: 614/224-3902
joseph.r.stewart@centurylink.com

Director Wholesale Product and Marketing
Embarq Communications Inc.
KSOPKJ0301-300
5454 W 110th Street
Overland Park, Ks 66211-1204



TRAFFIC EXCHANGE AGREEMENT

EFFECTIVE AS OF AUGUST 31, 2010

BY AND BETWEEN

CENTURYTEL OF OHIO DBA CENTURYLINK

AND

EMBARQ COMMUNICATIONS, INC.,

FOR THE STATE OF

OHIO

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This Interconnection Agreement (the "Agreement"), dated this 31st day of August, 2010, is entered into by and between CENTURYTEL OF OHIO dba CENTURLINK, an Incumbent Local Exchange Carrier in the State of Ohio, (CenturyLink), and EMBARQ COMMUNICATIONS, INC. , in its capacity as a certified provider of local wireline Telecommunications Service in the State of Ohio, (ECI/CLEC). CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party". This Agreement establishes the rates, terms and conditions for local Interconnection and traffic exchange services (individually referred to as "service" or collectively as the "services"). This Agreement covers services in the State of OHIO only (the "State").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, (Local Interconnection); and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon Interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties and in compliance with the Communications Act of 1934, as amended from time to time (the "Act"), the Rules and Regulations of the Federal Communications Commission (FCC), and the orders, rules and regulations of the State; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and CLEC hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

1. GENERAL RULES

- 1.1. Unless the context clearly indicates otherwise, the definitions set forth in this Article of this Agreement shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Agreement is capitalized when used.
- 1.2. Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any difference of interpretation between a definition set forth in this Agreement and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3. Capitalized terms that are not otherwise defined in this Article or elsewhere within the Agreement but are defined in the Telecommunications Act of 1996 (Act) and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4. Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where Detariffing regulation has been implemented.
- 1.5. Unless the context clearly indicates otherwise, any term defined in this Agreement which is defined or used in the singular shall include the plural, and any term defined in this Agreement which is defined or used in the plural shall include the singular.
- 1.6. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. DEFINITIONS

- 2.1. Access Service Request (ASR): The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.
- 2.2. Access Services: Interstate and intrastate Switched Access Services and private line transport services.
- 2.3. Access Tandem Switch: A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.
- 2.4. Act or the Act: The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§151, et seq.
- 2.5. ACTL: Access Customer Terminal Location as defined by Telcordia.
- 2.6. Affiliate: Shall have the meaning set forth in §153(1) of the Act.
- 2.7. Applicable Law: Shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that relate to the respective rights and obligations of each Party as set forth in this Agreement as of the Effective Date (Applicable Rules) or as subsequently revised.
- 2.8. Automated Message Accounting (AMA): The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the

Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

- 2.9. Automatic Location Identification/Data Management System (ALI/DMS): The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes, special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. ALI/DMS is used to determine to which Public Safety Answering Point (PSAP) to route the call
- 2.10. Bill Date: The date when a CenturyLink service is billed and/or invoiced to a customer. The Bill Date is generally the date one (1) day past the billing cycle close date and will appear on any such bill or invoice.
- 2.11. Bill Due Date: The date that payment for a bill or invoice is due. The Bill Due Date shall be the date thirty (30) Days from the Bill Date.
- 2.12. Bona Fide Request (BFR): The process CLEC must use to request certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process on an individual case basis (ICB).
- 2.13. Business Day: Monday through Friday, 8 a.m. to 5 p.m., Central Standard or Daylight Savings time, except for (1) company holidays on which CenturyLink is officially closed for business and (2) days on which the non-priority U.S. mail is not delivered.
- 2.14. Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI): An operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 2.15. Carrier Access Billing System (CABS): The system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.
- 2.16. Carrier Identification Code (CIC): Four-digit numbers used by End Users to reach the services of Interexchange Carriers (IXCs).
- 2.17. Central Office (CO): A telephone company Building where customer lines are joined to a switch or switches for connection to the Public Switched Telephone Network (PSTN).
- 2.18. Central Office Switch: A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which End User Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4).
- 2.19. Centrex: A Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 2.20. CenturyLink Operating Company (CTOC) or CenturyLink: The CenturyLink Operating Company in the State that is an individual, separate legal entity Party to this Agreement.
- 2.21. Certificate of Operating Authority: A certification by the State Commission that CLEC has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyLink's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.
- 2.22. Competitive Local Exchange Carrier Profile: A CenturyLink form required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting

to interconnect or exchange traffic with CenturyLink's network or the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, on the Competitive Local Exchange Carrier Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

- 2.23. CLLI Codes: Common Language Location Identifier Codes.
- 2.24. Commission: The State Public Service or Public Utility Commission, as applicable.
- 2.25. Common Channel Signaling (CCS): A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 2.26. Common Transport/ Common Tandem Trunks: A local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in CenturyLink's network. Common Transport paths / Common Tandem Trunks are shared between multiple customers and are required to be switched at the Tandem Switch.
- 2.27. Competitive Local Exchange Carrier: As defined in §153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.
- 2.28. Contract Year: A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 2.29. Customer Proprietary Network Information (CPNI): Shall have the meaning set forth in 47 U.S.C. §222.
- 2.30. Customer Service Record (CSR): A record detailing the services to which an End User subscribes from its telecommunications provider(s).
- 2.31. Customer Service Record Search: A process requested by CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. CLEC must have obtained proper authorization from the End User prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.
- 2.32. Day: A calendar day unless otherwise specified.
- 2.33. Disputed Amounts: An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.
- 2.34. DS-1: A service having an absolute digital signal speed of 1.544 Mbps.
- 2.35. Duct: A single enclosed path to house facilities to provide Telecommunications Services.
- 2.36. E-911 Service: An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and/or ALI and is used to route 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.
- 2.37. EAS (Extended Area Service): For purposes of this Agreement, EAS will be interpreted generically as commonly used within the telecommunications industry to mean any expanded or extended local calling area that is set forth in a Party's tariff, regardless of

service name, that meets commission mandated requirements for the provision of local calling to a wider area beyond the exchange without long distance or toll charges. It can be a flat rate, message or measured and can also be zoned.

- 2.38. Effective Date: The date referenced in Article II, Section 7 of this Agreement, unless otherwise required by the Commission.
- 2.39. Electronic Interface: Direct access to Operations Support Systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 2.40. End Office: The telephone company office from which the End User receives exchange service.
- 2.41. End Office Switch: A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.
- 2.42. End User: Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP), Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or Voice Over Internet Protocol (VoIP) provider that subscribes to Telecommunications Services provided by either of the Parties, including partnering service providers associated with a Party, and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.43. Enhanced Service Provider (ESP): A provider of enhanced services as those services are defined in 47 C.F.R. §64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.
- 2.44. Exchange Access: Shall have the meaning set forth in §153(16) the Act.
- 2.45. Exchange Message Interface (EMI): The standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).
- 2.46. FCC: The Federal Communications Commission.
- 2.47. Incumbent Local Exchange Carrier (ILEC): Shall have the meaning set forth in 47 U.S.C. §251(h).
- 2.48. Indirect Network Connection: A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.
- 2.49. Information Access: Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.
- 2.50. Information Access Traffic: Traffic delivered to or from an Information Service Provider for the provision of Information Service. ISP-Bound Traffic is a subset of Information Access Traffic.
- 2.51. Information Service Provider: A provider of Information Service, as that term is defined in 47 U.S.C. §153(20). Information Service Provider includes, but is not limited to, Internet Service Providers (ISPs).
- 2.52. Information Service: Shall have the meaning defined in 47 C.F.R. §51.5..
- 2.53. Intellectual Property: Means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent

applications and patent disclosures, and all re-issuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

- 2.54. Intellectual Property Claim: Any actual or threatened claim, action or proceeding relating to Intellectual Property.
- 2.55. Interconnection: Shall have the meaning set forth in 47 U.S.C. §251(c)(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.
- 2.56. Interconnection Facility: The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.
- 2.57. Interexchange Carrier (IXC): A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.
- 2.58. Interexchange Service: Telecommunications service between stations in different exchange areas.
- 2.59. InterLATA Toll Traffic: Telecommunications traffic between a point located in a LATA and a point located outside such LATA.
- 2.60. Internet Service Provider (ISP): An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 2.61. IntraLATA Toll Traffic: Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the originating or terminating CenturyLink Local Calling Area as defined CenturyLink's local exchange Tariff on file with the Commission.
- 2.62. IP-Enabled Voice Traffic: Any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the PSTN; and voice traffic originated on the PSTN, and which terminates on IPC, and voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN. IP-Enabled Voice Traffic includes Voice over Internet Protocol (VoIP) traffic.
- 2.63. Integrated Services Digital Network (ISDN) User Part (ISUP): A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 2.64. ISP-Bound Traffic: Traffic delivered to or from an Internet Service Provider (ISP). Locally Terminated ISP-Bound Traffic is a subset of ISP-Bound Traffic.
- 2.65. Jointly-Provided Switched Access Service Traffic: Traffic where both CenturyLink's network and CLEC's network are used to originate Switched Access Service traffic by one of the Party's End Users to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and CLEC's network are used to

terminate Switched Access Service traffic delivered by an IXC to one of the Party's End Users.

- 2.66. Line Side: Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a Main Distribution Frame (MDF) and a switch line card. Line Side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.
- 2.67. Local Access and Transport Area (LATA): Shall have the meaning set forth in §153(25) of the Act.
- 2.68. Local Calling Area (LCA): Traffic is traffic originates and terminates in the local exchange area, any mandatory Extended Area Service (EAS) exchanges, and any other EAS exchanges that can be dialed on a seven- or ten-digit basis as required by a State Commission and as defined in CenturyLink's local exchange Tariffs.
- 2.69. Local Calling Platform (LCP): A service that uses telephone numbers to receive calls and provides originating End Users the opportunity to dial additional telephone numbers to complete calls to telephone numbers assigned to rate centers in local calling areas (intermediate number) and, thereby, permits the two-way transmission of information between the End User who originated the call and the End User to whom the ultimate telephone number dialed is assigned.
- 2.70. Local Exchange Carrier (LEC): Shall have the meaning set forth in §153(26) of the Act.
- 2.71. Local Exchange Routing Guide (LERG): The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.
- 2.72. Local Traffic: Traffic that is originated by an End User of one Party in a CenturyLink Local Calling Area on that Party's network and terminated in the same CenturyLink Local Calling Area to an End User of the other Party on that Party's network. Pursuant to the FCC's clarifying orders, Local Traffic includes Information Access Traffic only to the extent that the End User and the ISP are physically located in the same CenturyLink Local Calling Area. Pursuant to the FCC's clarifying orders, Local Traffic includes IP-Enabled Traffic to the extent that the originating End User and the terminating End User are physically located in the same CenturyLink Local Calling Area. Local Traffic for purposes of intercarrier compensation does not include: (1) any ISP-Bound Traffic; (2) any traffic that does not originate and terminate within the same CenturyLink Local Calling Area (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) flat-rated toll plans voluntarily offered by a Party, referred to hereafter as "Optional EAS"; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) VNXX traffic; (8) non-local IP-Enabled traffic; or, (9) Enhanced Services traffic.
- 2.73. Local Interconnection Trunk or Local Interconnection Trunk Groups: One-way or two-way trunks or trunk groups used to carry Local Traffic.
- 2.74. Local Service Request (LSR): The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.
- 2.75. Locally Terminated ISP-Bound Traffic: Traffic that originates from an End User to an Information Service Provider or Internet Service Provider (ISP) who is physically located in an exchange within the Local Calling Area of the originating End User.

- 2.76. Main Distribution Frame (MDF): A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.
- 2.77. Mass Calling Trunks: Trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.
- 2.78. Meet Point: A point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.
- 2.79. Mid-Span Fiber Meet or Fiber Meet: An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic. The "point" of Interconnection for purposes of §§251(c)(2) and 251(c)(3) remains on the Local Exchange Carrier's network.
- 2.80. Multiple Exchange Carrier Access Billing (MECAB): The document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.81. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD): A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.
- 2.82. 911 Service: An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.
- 2.83. North American Numbering Plan (NANP): The system of telephone numbering employed in the United States, Canada, and Caribbean countries for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications. NANP also sets rules for calls to be routed across these countries.
- 2.84. Number Portability (NP): The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.
- 2.85. Numbering Plan Area (NPA): Also sometimes referred to as an "area code," an NPA is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA: "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or

"SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 2.86. NXX, NXX Code, Central Office Code or CO Code: The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a ten-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.87. Ordering and Billing Forum (OBF): An industry committee functioning under the auspices of the Alliance for Telecommunications Industry Solutions (ATIS).
- 2.88. Operations Support Systems (OSS): The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information.
- 2.89. Optional EAS Traffic: Traffic that terminates at a physical location outside of that End User's Local Calling Area pursuant to a flat-rate or reduced rate toll plan that is voluntarily offered by the local carrier. Optional EAS Traffic excludes Information Access Traffic.
- 2.90. Packet Switching or Packet Switched: The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 2.91. Parity: Means subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources unless otherwise set forth in Applicable Law. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources.
- 2.92. Party or Parties: Shall mean CenturyLink; as an individual, separate legal entity signatory; or CLEC depending on the context and no other entity, Affiliate, Subsidiary or assign. "Parties" refers collectively to both CenturyLink and CLEC and no other entities, Affiliates, Subsidiaries or assigns.
- 2.93. Percentage Local Use (PLU): A percentage calculated by dividing the number of minutes of Local Traffic originated or terminated by the total number of minutes respectively originated or terminated. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyLink's effective Tariff(s). Directory assistance, BLV/BLVI, 900 and 976, transiting calls to and from other carriers and IXC-carried calls are not included in the calculation of PLU.
- 2.94. Point of Interconnection (POI): A point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a Demarcation Point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for the Interconnection of their respective networks.

- 2.95. Premises: A Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.
- 2.96. Public Safety Answering Point (PSAP): A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.
- 2.97. Rate Center: The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of basic exchange Telecommunications Services. The geographic point is identified by specific Vertical and Horizontal (V&H) coordinates that are used to calculate distance-sensitive End User traffic to/from the particular NPA-NXXs associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which CenturyLink or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center.
- 2.98. Rating Point: The finite geographic point identified by a specific Vertical and Horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.
- 2.99. Reciprocal Compensation: As defined under 47 U.S.C. §251(b)(5).
- 2.100. Remote Switch or Remote: A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote Switch via an interswitch link from a host End Office.
- 2.101. Routing Point: A location that a LEC has designated on its own network as the homing or Routing Point for traffic in-bound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 2.102. Selective Router (SR): A device that automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.
- 2.103. Service Affecting: A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User in immediate or imminent risk of not being able to use the service to which that End User subscribes.
- 2.104. Service Order: An order submitted by CLEC to CenturyLink ordering or changing a service required by this Agreement.
- 2.105. Signaling Point (SP): A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

- 2.106. Signaling Transfer Point (STP): A Signaling Point that performs message routing functions and provides information for the routing of messages between Signaling Points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.
- 2.107. Signaling System 7 (SS7): The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.
- 2.108. Standard Practices: The general practices and procedures published or referenced on CenturyLink's Website (<http://www.centurylink.com/business/Wholesale/InterconnectionServices/>) that apply to CenturyLink's wholesale services and operations, as the same may be updated and revised from time to time by CenturyLink.
- 2.109. State: The State specified in Preface and Recitals section of this Agreement.
- 2.110. State Price List: See "Tariff."
- 2.111. Subsidiary: A corporation or other legal entity that is majority owned by a Party.
- 2.112. Switched Access Services: The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."
- 2.113. Tandem or Tandem Switch or Tandem Office Switch: To connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.
- 2.114. Tariff: Any applicable Federal or state Tariff of a Party, or where the State has been Detariffed, the applicable State Price List, as amended from time-to-time, that provides for the terms, conditions and pricing of Telecommunications Services. A Tariff filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 2.115. TDM or TDM Technology or Time Division Multiplexing: A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.
- 2.116. Technically Feasible: Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.
- 2.117. Telecommunications: Shall have the meaning set forth in §153(43) of the Act.
- 2.118. Telecommunications Carrier: Shall have the meaning set forth in §153(44) of the Act. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.
- 2.119. Telecommunications Equipment: Shall have the meaning set forth in §153(45) of the Act.
- 2.120. Telecommunications Service: Shall have the meaning set forth in §153(46) of the Act.

- 2.121. Telephone Toll or Telephone Toll Service: Telephone service between stations in different exchange areas. Telephone Toll traffic can be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic" depending on whether the originating and terminating points are within the same LATA.
- 2.122. Time and Material Charges: Charges for non-standard or individual-case-basis work requested by CLEC. "Time" charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.
- 2.123. Transit Service: Means the use of CenturyLink's tandem to deliver Transit Traffic.
- 2.124. Transit Traffic: Means traffic that is routed by a CLEC through CenturyLink's network for delivery to a third party Telecommunications Carrier's network or that is routed by a third party Telecommunications Carrier through CenturyLink's network for delivery to CLEC's network.
- 2.125. Trunk Side: Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.126. Virtual NXX Traffic (VNXX Traffic): Traffic in which a Competitive Local Exchange Carrier's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premises location.
- 2.127. Website: As used in this agreement, Website shall mean:
www.CenturyLink.com/wholesaleservices
- 2.128. Wire Center: The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

ARTICLE II: GENERAL TERMS & CONDITIONS

3. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

- 3.1. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

4. POSITION OF THE PARTIES

- 4.1. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

5. AUTHORIZATION AND AUTHORITY

- 5.1. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and CLEC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement in entering into this Agreement.
- 5.2. CenturyLink represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 5.3. CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

6. REGULATORY APPROVALS

- 6.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

7. EFFECTIVE DATE, TERM & TERMINATION

- 7.1. Effective Date. This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement (Effective Date).
 - 7.1.1. Notwithstanding the above, the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for sixty (60) Days after the Effective Date to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink

and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

- 7.1.2. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties.
- 7.2. Term. This Agreement shall be in effect for a period of two years after the Effective Date (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until terminated as provided in this Agreement.
 - 7.2.1. Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic.
- 7.3. Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a Notice of Termination at least thirty (30) Days prior to the last day of a Follow-on Term.
- 7.4. Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date"), either Party has requested negotiation of a new Interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between CLEC and CenturyLink; or, (b) one hundred eighty (180) Days after the End Date. If a new Interconnection agreement has not been executed within one hundred eighty (180) Days after End Date, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein until (a) a new agreement has been executed or (b) until CLEC ceases providing service in CenturyLink's exchanges. Should the Parties not agree to continue to operate under the terms set forth herein after one hundred eighty (180) Days, then the provisions of Section 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.7 or Section 7.8.
- 7.5. Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new Interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements. CLEC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s) if the service is included in the same; (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under §252(i) of the Act, if elected by CLEC. If CLEC elects to have such services or functions continue pursuant to terms and conditions available under §252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by CLEC under §252(i). Should CLEC provide Notice of Termination and fail to follow the terms of this Section 2.5, CLEC agrees that its termination notice

shall be invalidated and considered withdrawn, and it shall continue to be accountable and liable for all its obligations under the terms of this Agreement.

- 7.6. Notwithstanding the above, should this Agreement terminate pursuant to Section 7.5 and no continuing arrangements are made by CLEC, CenturyLink will not discontinue any services currently being provided to CLEC so long as CLEC continues to pay CenturyLink's billing for such services. CenturyLink shall not, however, be obligated to accept any new orders for services of any kind from CLEC unless continuing arrangements are made pursuant to Section 7.5. CenturyLink further reserves the right to increase the rates for any continuing services provided to CLEC post-termination to meet but not exceed the maximum then-current rates set forth in a non-terminated CenturyLink agreement. To the extent no other non-terminated CenturyLink agreement remains in existence in the State, CenturyLink may increase its post-termination rates to CLEC by demonstrating to the State Commission the need to do so to recover current costs. CLEC is prohibited from filing against CenturyLink's rate increase petition to the Commission unless CLEC first submits a BFR for a new agreement and is thereby permitted to exercise its agreement pricing negotiation rights under §§251 and 252 of the Act.
- 7.7. Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of receipt of written notice thereof. Following CenturyLink's notice to CLEC of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured. Default is defined to include:
- 7.7.1. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - 7.7.2. The revocation by the Commission of a Party's Certificate of Operating Authority; or
 - 7.7.3. Notice from a Party that it has ceased doing business in this State or receipt of publicly available information that signifies a Party is no longer doing business in this State; or
 - 7.7.4. A Party's violation of any material term or condition of the Agreement, including the failure to make any undisputed payment when due; or
 - 7.7.5. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 53) within thirty (30) Days after the Bill Date.
- 7.8. Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 7.9. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.
- 7.10. Predecessor Agreements.

- 7.10.1. Except as stated in Section 7.10.2 or as otherwise agreed in writing by the Parties:
- a. any prior Interconnection or traffic exchange agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and
 - b. any services that were purchased by one Party from the other Party under a prior Interconnection or traffic exchange agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.
- 7.10.2. Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior Interconnection or traffic exchange agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.
- 7.10.3. If either Party elects to cancel the service commitment pursuant to the proviso in Section 7.10.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

8. CLEC CERTIFICATION.

- 8.1. Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a competitive local exchange carrier. CLEC shall not be permitted to establish its account nor place any orders under this Agreement until it has obtained such authorization and provided proof of such to CenturyLink. For the life of this Agreement, CLEC must represent and warrant to CenturyLink that it remains a certified local provider of Telephone Exchange Service in the State. At any time during the life of this Agreement, CLEC will provide a copy of its current Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. CLEC's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC shall be considered a Default of Agreement.

9. APPLICABLE LAW

- 9.1. Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 9.1.1. Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
 - 9.1.2. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects the notifying Party's ability to perform its obligations under this Agreement.

- 9.1.3. Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
- 9.2. Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 9.3. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.
- 9.4. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only that specific provision of the Agreement. In all other respects, this Agreement will stand as if such provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If the provision materially affects the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly negotiate an amendment to this Agreement in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, initiate Dispute Resolution pursuant to the terms of this Agreement, except that any resolution in favor of the affected Party will be considered retroactive to the date Dispute Resolution was initiated. Notwithstanding the above, if unless the affected provision is held to be invalid, void or unenforceable retroactively by a court of competent jurisdiction, the resolution in favor of the affected Party will be considered retroactive to the effective date specified in the decision or twenty-four (24) months from the date Dispute Resolution was initiated whichever is shorter.

10. CHANGES IN LAW

- 10.1. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (Applicable Rules). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 10.2. Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is no longer required by Applicable Law to continue to

provide any service, facility, arrangement, payment or benefit "Discontinued Arrangements" otherwise required to be provided to CLEC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, arrangement, payment or benefit. CenturyLink will provide thirty (30) Days prior written notice to CLEC of any such discontinuation, unless a different notice period or different conditions are specified by Applicable Law, in which event such specified period and/or conditions shall apply. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering, and CenturyLink will not provide, new Discontinued Arrangements. The Parties may amend this Agreement pursuant to Section 11 to reflect such change in Applicable Law. If CLEC disputes CenturyLink's discontinuance of such service, facility, arrangement, payment or benefit, the dispute resolution procedures of Section 16 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyLink's written notice to CLEC unless a definitive effective date is specified by Applicable Law.

- 10.3. Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is required by such change in Applicable Law to provide a service not already provided to CLEC under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) Days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 16.
- 10.4. Notwithstanding any other provision of this Agreement to the contrary, Section 11 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. CenturyLink may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.

11. AMENDMENTS

- 11.1. Any amendment, modification, deletion or supplement to this Agreement must be in writing, dated and signed by an authorized representative of each Party. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

12. ASSIGNMENT

- 12.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and

liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

- 12.2. Except as provided in Section 12.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material default by the requesting Party. For purposes of this paragraph, a Party shall be considered to be in material default if there are any outstanding amounts owed that have not been paid on or before the due date.
- 12.3. If a Party uses products or services obtained from the other Party under this Agreement to serve End Users, then such Party may not make any sale or transfer of such End User accounts, or any facilities used to serve such End Users, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such End User accounts, or facilities, shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.
- 12.4. If a Party seeks to transfer only a portion of facilities ordered pursuant to this Agreement, while retaining other facilities, then such transfer shall be treated as a disconnection and subsequent activation, subject to applicable disconnection and activation charges for such facilities, including any early termination fees, if applicable.

13. CONFIDENTIAL INFORMATION

- 13.1. All information which is disclosed by one Party (Disclosing Party) to the other (Recipient) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC (Confidential Information).
- 13.2. Each Party agrees to use Confidential Information only for the purpose of performing under this Agreement, to hold it in confidence, to disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and to safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 13.3. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 13.4. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 13.5. Recipient shall have no obligation to safeguard Confidential Information which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, which

becomes publicly known or available through no breach of this Agreement by Recipient, which is rightfully acquired by Recipient free of restrictions on its Disclosure, or which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

- 13.6. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.
- 13.7. Each Party agrees that in the event of a breach of this Section by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 13.8. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 13.9. Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including without limitation §222 of the Act.

14. CONSENT

- 14.1. Except as otherwise expressly stated in this Agreement, where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed, including where such action is stated to be within a Party's sole discretion.

15. CONTACTS BETWEEN THE PARTIES

- 15.1. Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on the CenturyLink Website, and any updates also will be provided on the Website. Information contained on the Website will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that CLEC may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Website will provide CLEC with contact information for the personnel and/or organizations within CenturyLink capable of assisting CLEC with inquiries regarding the ordering, provisioning and billing of Interconnection services. Included in this information will be the contact information for a person or persons to whom CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

16. GENERAL DISPUTE RESOLUTION

- 16.1. The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 53 apply to the resolution of any billing disputes.
- 16.2. Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this

Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services designated as non-251 services. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve, other than designated non-251 services, may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

- 16.3. Negotiations. At a Party's written request, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 16.4. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) Days during which negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.
- 16.5. The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored.

17. ARBITRATION.

- 17.1. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the dispute may alternatively be submitted to the State Commission for arbitration upon mutual agreement or the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described as follows shall be applicable.
 - 17.1.1. A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each Party shall submit in writing to the other Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) of the following (none of which may have subparts): interrogatories; demands to produce documents; or requests for admission.

- a. Each Party is entitled to take the oral deposition of up to three (3) individuals of another Party. Unless otherwise mutually agreed by the Parties, the Party of the deponent shall select the time and location for each such deposition. (The Party selecting the time and location of a deposition shall do so with reasonable accommodation of the other Party's schedule and without causing the other Party unduly burdensome travel costs. In any event, it shall be deemed reasonable to select as the location for the deposition the city where the deponent resides and/or works.) Each Party shall bear its own travel expenses incurred to participate in such depositions. Additional discovery may be permitted upon mutual agreement of the Parties.
 - b. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration except that the commencement date shall be extended based upon an unchangeable schedule conflict of a witness, a counselor the arbitrator. In case of any dispute regarding the merit of a claim of a witness's or counsel's schedule conflict, the arbitrator shall rule on the merit. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The terms specified in this Section may be changed upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- 17.1.2. Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction. If post-arbitration enforcement efforts must be undertaken due to a Party's failure to render the award by the date due, the defaulting Party will reimburse the other Party any and all costs associated with collection of such a debt, including but not limited to legal and court costs.
- 17.1.3. Notwithstanding Section 17.1.2 above, a Party may appeal a judgment provided that the Party must place any amounts awarded into an interest-bearing escrow account pending the outcome of the appeal. An appeal filed prior to the date an award is due shall not be considered a default that triggers the reimbursement provision of (b) above so long as the required escrow has been made as well.
- 17.2. Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 16.3 is alleged to constitute a Service Affecting dispute, then the period for resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be ten (10) Business Days. Once a Service Affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 17.3. Costs. Except for Section 17.1.2 above, each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration (e.g.; hearing room, court reporter, and filing costs) and the arbitrator. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred
- 17.4. Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their

obligations in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyLink reserves the right not to accept new CLEC Service Orders.

- 17.5. A dispute which has been resolved by a written settlement agreement between the Parties, or pursuant to a determination by the Commission, may not be resubmitted under the dispute resolution process

18. COUNTERPARTS

- 18.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19. ENTIRE AGREEMENT

- 19.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable Tariff on file with the State Commission or the FCC, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals, and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. FORCE MAJEURE

- 20.1. In the event that performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, unusually severe weather, epidemics or like acts of God, nuclear accidents, power blackouts, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected (Force Majeure Events), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.
- 20.2. It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section. Notwithstanding the provisions of Section 20.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 20.3. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

21. FRAUD

- 21.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. CLEC assumes responsibility for all fraud associated with its End Users and accounts. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, CLEC's account in cases of fraud. The Parties' fraud minimization procedures are to be

cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

22. HEADINGS

- 22.1. The headings and numbering of Sections and Parts in this Agreement are for convenience and identification only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

23. INTELLECTUAL PROPERTY

- 23.1. CLEC acknowledges that its right under this Agreement to interconnect with CenturyLink's may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 23.2. CLEC acknowledges that services and facilities to be provided by CenturyLink hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 23.3. Upon written request by CLEC, CenturyLink will use commercially reasonable efforts to procure rights or licenses to allow CenturyLink to use Intellectual Property and other rights of third parties to provide Interconnection, services and facilities to CLEC (Additional Rights and Licenses). CLEC shall promptly reimburse CenturyLink for all costs incurred by CenturyLink and/or CenturyLink's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyLink or any CenturyLink Affiliate. CenturyLink shall have the right to obtain reasonable assurances of such prompt reimbursement by CLEC prior to the execution by CenturyLink or any CenturyLink Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event CLEC fails to promptly reimburse CenturyLink for any such cost, then, in addition to other remedies available to CenturyLink under this Agreement, CenturyLink shall have no obligation to provide to CLEC any product, service or facility to which such Additional Rights and Licenses relate. In the event any service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and CLEC, CenturyLink shall reasonably apportion among CLEC and such non-CenturyLink carriers, on a prospective basis only, the costs incurred by CenturyLink and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).
- 23.4. Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 23.5. For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.
- 23.6. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither

Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

- 23.7. Except as provided in Section 23.3 and/or Section 25.1, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 23.8. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

24. LAW ENFORCEMENT

- 24.1. Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide assistance to law enforcement persons for emergency traps and assistance involving emergency traces twenty-four (24) hours per day, seven (7) days a week.
- 24.2. Except where prohibited by a subpoena, civil investigative demand, or other legal process, CenturyLink agrees to work jointly with CLEC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. CLEC shall be responsible for and shall be billed for any charges associated with providing such services for CLEC's End Users.
- 24.3. Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.
- 24.4. If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena (receiving Party) from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

25. LIABILITY AND INDEMNIFICATION

- 25.1. Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and

employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section (other than applicable employee claimant(s)), for purposes of this Section, "Reasonable costs and attorneys' fees," as used in this Section, includes without limitation fees and costs incurred to interpret or enforce this Section. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

- 25.2. Notwithstanding anything to the contrary in this Section 25.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).
- 25.3. The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User(s) arising from or relating to any products, services, or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User(s).

- 25.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.
- 25.5. Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.
- 25.5.1. Except as provided in Section 25.5.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 25.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 25.5.3 each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to CLEC by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the Effective Date, and each subsequent Contract Year commences on the day following the anniversary of that date.
- 25.5.2. EXCEPT AS PROVIDED IN SECTION 25.5.4 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CENTURYLINK SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY CENTURYLINK'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT
- 25.5.3. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.
- 25.5.4. Section 25.5.1 and Section 25.5.2 do not apply to the following:
- a. Indemnification under Section 25.5.1;
 - b. Breach of any obligation of confidentiality referenced in this Agreement;
 - c. Violation of security procedures;

- d. Any breach by CLEC of any provision relating to CLEC's access to or use of Operations Support Systems;
 - e. Failure to properly safeguard, or any misuse of, customer data;
 - f. Statutory damages;
 - g. Liability for intentional or willful misconduct;
 - h. Liability arising under any applicable CenturyLink Tariff;
 - i. Liability arising under any indemnification provision contained in this Agreement or any separate agreement or Tariff related to provisioning of 911/E911 services;
 - j. Each Party's obligations under Section 24 of this Agreement;
 - k. Section 25.6.2 and/or Section 25.6.3 of this Agreement;
 - l. Section 34 of this Agreement; and/or
 - m. Liability arising under any indemnification provision contained in a separate agreement or Tariff related to provisioning of Directory Listing or Directory Assistance Services.
- 25.6. Liability of CenturyLink. In addition to the general limitation of liability in this Section 25, the following shall also limit CenturyLink's liability under this Agreement.
- 25.6.1. Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties. Liability of CenturyLink to CLEC resulting from any and all causes arising out of services, facilities, or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink. CenturyLink shall not be liable for any loss, claims, liability or damages asserted by CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties where CLEC combines or commingles such components with those components provided by CenturyLink to CLEC.
 - 25.6.2. CLEC Tariffs or Contracts. CLEC shall, in its Tariffs or other contracts for services provided to its End Users using products, services or facilities obtained from CenturyLink, provide that in no case shall CenturyLink be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and CLEC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of CLEC's End Users, suppliers, agents, employees, or any other third parties.
 - 25.6.3. No Liability for Errors. No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). CLEC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims,

demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to CLEC's End User(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyLink or its employees or agents.

26. SUBCONTRACTORS

- 26.1. A Party may use a contractor or service partner (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement. A Party's use of a contractor or service partner shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

27. NON-EXCLUSIVE REMEDIES

- 27.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled to under this Agreement or at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

28. RESERVATION OF RIGHTS

- 28.1. Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

29. NOTICES

- 29.1. Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable address indicated in this Section or such address as the Party to be notified has designated by giving notice in compliance with this Section.
- 29.2. Notices conveyed pursuant to this Section shall be delivered to the following addresses of the Parties or to such other address as either Party shall designate by proper notice.

If to CLEC:

DIR WHOLESALERPRODUCT
MARKETING
Embarq Communications, Inc.
5454 W 110TH ST
OVERLAND PARK, KS 66211-1204

If to CenturyLink:

Director – Contract Management
CenturyLink
KSOPKJ0201-2076
5454 W. 110th Street

Overland Park, KS 66211

Telephone Number: 913-345-7544

Facsimile Number: 913-345-6801

eMail address

With a Copy To:

30. REFERENCES

- 30.1. All references to Articles, Sections, Appendices, Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.
- 30.2. Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 30.3. Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) that is in effect.

31. RELATIONSHIP OF THE PARTIES

- 31.1. The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 31.2. Nothing in this Agreement shall make either Party or a Party's employee an employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 31.3. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 31.4. Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 31.5. Except as provided by Section 26, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

- 31.6. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 31.7. The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 31.8. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this Section.
- 32. SUCCESSORS AND ASSIGNS – BINDING EFFECT**
- 32.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.
- 33. SURVIVAL**
- 33.1. The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 13), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, or termination of this Agreement, shall survive the expiration or termination of this Agreement.
- 34. TAXES**
- 34.1. Any State or local excise, sales, or use taxes (defined in Sections 34.3 and 34.4 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 34.5) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.
- 34.2. Notwithstanding anything to the contrary contained herein, CLEC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that CLEC's representations to CenturyLink concerning the status of CLEC's claimed tax exempt status, if any, and its impact on this Section 34 are subject to the indemnification provisions of Section 25, which, for purposes of this Section, serve to indemnify CenturyLink.
- 34.3. Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the

purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

- 34.4. Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a CenturyLink, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.
- 34.5. Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

35. TERRITORY

- 35.1. This Agreement applies to the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier (ILEC) in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.
- 35.2. Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 2.6 of this Agreement.

36. THIRD-PARTY BENEFICIARIES

- 36.1. Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any person or entity not a party hereto (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) remedies, claims or rights of action hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

37. USE OF SERVICE

- 37.1. Each Party shall make commercially reasonable efforts to ensure that its End Users comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

38. FEDERAL JURISDICTIONAL AREAS

- 38.1. To the extent that CenturyLink has contracts with federal entities, such contracts will govern telecommunications services in areas or structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

39. WAIVER

- 39.1. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

40. WITHDRAWAL OF SERVICES

- 40.1. Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyLink may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) Days prior written notice to CLEC.

41. TECHNOLOGY UPGRADES

- 41.1. Notwithstanding any other provision of this Agreement, CenturyLink may deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

ARTICLE III: IMPLEMENTATION

The terms of this Article address the requirements for the implementation of this Agreement between the Parties. Notwithstanding the above, to the extent permitted by Agreement terms and Applicable Law, any terms in this Article may be invoked or otherwise remain applicable subsequent to the initial implementation of this Agreement.

42. IMPLEMENTATION PLAN

- 42.1. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.
- 42.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 16.

43. SECURITY DEPOSIT

- 43.1. CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in material breach of the Agreement.
- 43.2. Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.
- 43.3. If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.
- 43.4. Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 43.5. The fact that a security deposit has been made in no way relieves CLEC from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.
- 43.6. CenturyLink may require an increase in the security deposit when (i) the amount of the deposit currently held by CenturyLink is less than two (2) months' estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 43.7. Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

- 44.2. CLEC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.

45. LETTER OF AUTHORIZATION (LOA)

- 45.1. To the extent CLEC has not previously done so, CLEC shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User authorization to the other Party before viewing or using the CPNI.
- 45.2. Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained the appropriate authorization required under Applicable Law to change service providers or release of CPNI from the End User.
- 45.3. The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 45.4. The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 45.4.1. The requesting Party will document the permission obtained from the prospective subscriber to receive such CPNI and/or execute carrier changes in accordance with 47 C.F.R. §64.1130. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period specified in 47 C.F.R. §64.1120(a)(1)(ii).
- 45.4.2. In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 C.F.R. §64.1120 shall be made available to the other Party within thirty (30) Day of a written request for such documents. Failure to produce proper documentation within thirty (30) Day of such request shall be considered a material breach of this Agreement which shall be governed as follows:
- 45.5. When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as incorporated in the Standard Practices or otherwise approved in advance by CenturyLink, CenturyLink will not require CLEC to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders.
- 45.5.1. For any prospective CLEC End User, CenturyLink shall provide CLEC with access to that subscriber's CPNI without requiring CLEC to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.
- 45.5.2. The provisioning of CPNI from CenturyLink to CLEC shall be accomplished through the preordering Electronic Interface.
- 45.5.3. If a Party requests CPNI of a prospective subscriber from the other Party, the other Party shall provide access to that subscriber's CPNI without requiring the requesting Party to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on the requesting Party's blanket representation that

- 43.7.1. when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; or
 - 43.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 43.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;
 - 43.7.4. when this Agreement expires or terminates;
 - 43.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or
 - 43.7.6. CLEC fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.
- 43.8. If any security deposit held by CenturyLink is applied as a credit toward payment of CLEC's balances due to CenturyLink, then CenturyLink may require CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 43.9. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.
- 43.10. Any letter of credit issued to CenturyLink hereunder must meet the following requirements:
- 43.10.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.
 - 43.10.2. The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.
 - 43.10.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify CenturyLink of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide CenturyLink a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to CenturyLink). If CLEC provides a replacement letter of credit not later than ten (10) Business Days prior to the expiration of the expiring letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to CLEC.
 - 43.10.4. If CLEC desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

44. START-UP DOCUMENTATION

- 44.1. CLEC is required to submit to CenturyLink the "CLEC Profile," and other required documentation, as described in the process on the CenturyLink Wholesale web pages.

it has obtained a proper authorization from the prospective subscriber to obtain such CPNI.

- 45.5.4. The cure period in Section 7.7 for material defaults shall not affect either Party's obligation to comply with the requirements of 47 C.F.R. §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) Days.
- 45.6. If a Party fails to provide proper documentation of permission obtained from prospective subscribers for at least ninety five percent (95%) of subscribers whose CPNI has been obtained from the other Party, and if such failure continues for over sixty (60) Days after written notice of the breach, then as an alternative to terminating this Agreement pursuant to Section 7.7 for an uncured default, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 55.7 if an ongoing default is not substantially rectified within sixty (60) Days written notice.
- 45.7. Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, that the sixty (60) Day waiting period for filing a Complaint under Section 17.1 shall not apply to such disputes. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other Party shall not be entitled to exercise alternative remedy under (e)(ii) above unless the Commission determines otherwise.
- 45.8. CenturyLink will bill CLEC fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

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Summary: Agreement negotiated between CenturyTel of Ohio dba CenturyLink and Embargo Communications Inc. (1 of 2) electronically filed by GARY BAKI on behalf of CenturyTel of Ohio dba CenturyLink