

## **ARTICLE IV: OPERATIONAL TERMS**

### **46. STANDARD PRACTICES**

- 46.1. Standard Practices may incorporate by reference various industry, OBF, and other standards referred to throughout this Agreement, which may be implemented to satisfy any CenturyLink obligations under this Agreement.
- 46.2. If CLEC desires notice of changes made to CenturyLink's Standard Practices, CLEC may make such a request during the Agreement implementation process or at any subsequent time during the term of this Agreement.

### **47. ESCALATION PROCEDURES**

- 47.1. The Standard Practices outlines the escalation process which may be invoked at any point in the Service Ordering, Provisioning, and Maintenance processes to facilitate rapid and timely resolution of disputes.

### **48. SERVICE PARITY AND STANDARDS**

- 48.1. Notwithstanding anything in this Agreement to the contrary, CenturyLink will meet any service Parity and requirements set forth by the FCC or by the Commission.

### **49. CONTACT WITH END USERS**

- 49.1. Each Party at all times shall be the primary contact and account control for all interactions with its End Users, except as specified by that Party. End Users include active subscribers as well as those for whom Service Order installations are pending.
- 49.2. CenturyLink shall have no obligation, to accept a communication from a CLEC End User, including, but not limited to, a CLEC End User request for repair or maintenance of a CenturyLink service provided to CLEC.
- 49.3. 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 its CenturyLink Website.
- 49.4. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall provide appropriate referrals to End Users who inquire about the other Party's services or products. The Parties shall not in any way disparage or discriminate against the other Party or that other Party's products and services, and shall not solicit each others' End Users during such inquiries.
- 49.5. The Parties will not use a request for End User information, order submission, or any other aspect of its processes or services to aid its retail marketing or sales efforts.
- 49.6. CenturyLink will provide training, on a non-discriminatory basis, for all CenturyLink employees who may communicate, either by telephone or face-to-face, with CLEC End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

### **50. CAPACITY PLANNING AND FORECASTS**

- 50.1. Forecast Requirements for Interconnection
  - 50.1.1. Within thirty (30) Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to Number Portability and Interconnection services. CenturyLink may delay processing

CLEC Service Orders should CLEC not perform obligations as specified in this Section.

50.1.2. CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. CenturyLink shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to CenturyLink twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting.

50.1.3. Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in this Section and are to be deployed as described below.

#### 50.2. Format and Content

50.2.1. Unless otherwise specified by CenturyLink, the forecasting forms located on the CenturyLink Wholesale website will be used by CLEC for the requirements of this Section.

50.2.2. The joint planning process/negotiations should be completed within two (2) months of the initiation of such discussion

50.2.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

50.2.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.

50.2.5. CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from CenturyLink anytime after the initial trunk implementation.

#### 50.3. Responsibility of Parties

50.3.1. The parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

a. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.

b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to CenturyLink.

50.3.2. In addition to the joint trunk group forecasting established in Section 50.1, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

50.3.3. Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where

appropriate. Trunk design blocking criteria described in Section 62.3.4 will be used in determining trunk group sizing requirements and forecasts.

50.3.4. If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

50.3.5. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

## **51. BONA FIDE REQUEST (BFR)**

51.1. Through the Bona Fide Request (BFR) process, CLEC may request certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process.

51.2. Notwithstanding anything to the contrary in this Agreement, CenturyLink shall only be required to provide services that CenturyLink is otherwise obligated to provide under Applicable Law through the BFR process. While CenturyLink may permit CLEC to submit BFR requests for services that CenturyLink is not obligated under Applicable Law to provide, CenturyLink is not required to provide such services, and CenturyLink may elect or decline to provide same at its sole discretion.

### **51.3. Process**

51.3.1. CLEC shall submit to CenturyLink a written BFR application (Request), in a form to be provided by CenturyLink and as published on CenturyLink's Website. The Request shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyLink has sufficient information to analyze and prepare a response.

51.3.2. If fulfilling the request involves construction or engineering analysis, CenturyLink will notify CLEC of such and CLEC will make the non-refundable NRC payment set forth in Article VII Pricing to compensate CenturyLink for its costs to perform the analysis. CenturyLink shall have no obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.

51.3.3. CLEC may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyLink will then cease analysis and/or development of the Request. However, CLEC will pay CenturyLink its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyLink receives CLEC's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.

51.3.4. CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.

51.3.5. Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, indicating whether or not CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.

- 51.3.6. CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.
- 51.3.7. Upon receiving CLEC's written acceptance and authorization of the Preliminary Analysis, CenturyLink will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals, BFR development and processing costs and the terms and conditions under which access to the requested arrangement or service will be offered. CenturyLink shall provide the Final Quote within ninety (90) Days of receiving CLEC's written acceptance and authorization to the Preliminary Analysis.
- 51.3.8. The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance as described below in Section 51.3.9. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.
- 51.3.9. Within thirty (30) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 16. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs.

## **52. ORDERING AND PROVISIONING**

### **52.1. National Exchange Access Center (NEAC)**

- 52.1.1. CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's LNP and tariffed services.
- 52.1.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 a.m. through 5:00 p.m. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of LNP and tariffed services (except those associated with local trunking Interconnection),.
- 52.1.3. CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the Parties agree otherwise.

### **52.2. Ordering and Provisioning**

- 52.2.1. CenturyLink will provide necessary ordering and provisioning business process support as well as technical and systems interfaces. If CenturyLink deploys any enhanced electronic capability CenturyLink will notify CLEC of availability and CLEC shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.
- 52.2.2. The Parties agree that orders for services under this Agreement will not be submitted or accepted until thirty (30) Days after the completion of all account establishment activities, including but not limited to, the documents and



information subscribed in Section 44.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

- 52.2.3. The standard Service Order charges as listed in the Table 1 of this agreement shall apply to all orders.

#### 52.3. Service Order Process Requirements

- 52.3.1. When CLEC has obtained an End User from a reseller of CenturyLink services, CLEC will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.
- 52.3.2. Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
- 52.3.3. CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.
- 52.3.4. When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.
- 52.3.5. CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.

#### 52.4. Abandoned Service

- 52.4.1. Abandoned service occurs when an End User vacates premises without notifying the local service provider and a new End User moves into the vacated premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.
- 52.4.2. When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, CenturyLink shall notify local service provider via fax that it has had a request for service at the premises that is currently being served by CLEC;
- 52.4.3. If available to CenturyLink, CenturyLink shall include the name and address of the party receiving service at such premises, but at a minimum shall provide local service address information;
- 52.4.4. If the local service provider does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving CenturyLink's notification or if local service provider responds relinquishing the facilities, CenturyLink shall be free to use the facilities in question and CenturyLink shall issue a disconnect order with respect to the service at that location. If local service provider responds stating that the service is working and should not be disconnected, CenturyLink will notify the carrier ordering service and request verification of the premises or the submission of an order for an additional line.

#### 52.5. Due Date

- 52.5.1. CenturyLink shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

- 52.5.2. CenturyLink shall use reasonable efforts to complete orders by CLEC requested due date within agreed upon intervals.
- 52.6. Coordination Requests
  - 52.6.1. CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table 1.
  - 52.6.2. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of CenturyLink resources.
  - 52.6.3. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.
  - 52.6.4. Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.
- 52.7. Firm Order Confirmation (FOC)
  - 52.7.1. CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
  - 52.7.2. For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.
  - 52.7.3. CenturyLink shall provide to CLEC the date that service is scheduled to be installed.
- 52.8. Order Rejections.
  - 52.8.1. CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.
  - 52.8.2. When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.
- 52.9. Service Order Changes
  - 52.9.1. If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials.
  - 52.9.2. If a CLEC End User requests a change, CenturyLink, will, at that time, direct the CLEC subscriber to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.
  - 52.9.3. When an End User changes or withdraws authorization, each Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.
- 52.10. Expedites
  - 52.10.1. If expedited service is requested, CLEC will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyLink reserves the right to refuse an expedite request if resources are not available. If an expedite request is

granted, applicable expedite Service Order charges, as set forth on Table 1, will apply.

52.10.2. CenturyLink will not accept expedite requests for LNP orders.

**52.11. Number Administration/Number Reservation**

52.11.1. CenturyLink shall provide CLEC with the ability to obtain telephone numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a CenturyLink NXX, CenturyLink shall provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs shall remain CenturyLink's responsibility.

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

52.11.3. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

52.11.4. CenturyLink shall provide testing and loading of CLEC's NXX on the same basis as CenturyLink provides itself or its Affiliates.

**52.12. Cancellations**

52.13. CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date.

52.14. Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 7 and Section 53.14 or to suspend provision of services under Section 9 of this Agreement.

**53. BILLING & PAYMENTS/DISPUTED AMOUNTS**

53.1. In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in this Agreement, subject to change in law and to the dispute provisions provided herein. CenturyLink may limit or modify the form(s) of payment that will be accepted from time to time. CenturyLink will not accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by CenturyLink.

53.2. CLEC must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in CenturyLink's appropriate FCC Tariff. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide.

53.3. Recurring Charges, other than Usage Charges, for Telecommunications Services provided hereunder are applied on a monthly basis. For billing and crediting purposes, a month is presumed to have thirty (30) days, regardless of the actual Days in a given month.

53.4. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

- 53.5. Billing Specifications
- 53.5.1. The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).
  - 53.5.2. Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.
  - 53.5.3. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.
  - 53.5.4. Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 53.6. Billing for Access Services, including local termination charges, will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Exchange Access charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.
- 53.7. CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access records. CenturyLink will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 53.8. The Parties will bill each other in a timely manner. Except for billing pursuant to a Section 16 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided prior to the Effective Date or were provided more than twenty-four (24) months prior to the applicable most recent bill date, whichever is shortest.
- 53.9. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.
- 53.10. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment is due by the next Business Day. Payments may be transmitted by electronic funds transfer.
- 53.11. If any undisputed amount due is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess a late payment charge on the past due balance. The billed Party agrees to pay, a late payment charge equal to one and one-half percent (1-½%) per month, or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which



such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.

- 53.12. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the CenturyLink Website. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to dispute a billed amount before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the Bill Due Date. The billed Party may not withhold payment of billed amounts past the Bill Due Date pending a later filing of a dispute, but must pay all billed amounts for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. The withholding of payment for disputed amounts shall not absolve the billed Party of ongoing late payment charges should the dispute be resolved in favor of the billed Party. Both CLEC and CenturyLink agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.
- 53.12.1. Payment of billed amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.
- 53.12.2. If a disputed charge is resolved in favor of the billed Party, the Parties shall cooperate to ensure that the billing Party credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed and/or paid with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.
- 53.12.3. If a dispute is resolved in favor of the billing Party, the billed Party shall pay the invoice for that portion of the Disputed Amount resolved in favor of the billing Party, together with any late payment charges associated with the non-payment of the validated billing. Payment shall be due no later than the next Bill Due Date after the resolution of the billing dispute.
- 53.12.4. If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, the billed Party may file a petition for formal dispute resolution pursuant to Section 16.4. For purposes of this Section, non-resolution occurs when neither Party agrees whether the billing is incorrect or correct; i.e., when the billing Party has issued neither a correction nor a denial.
- 53.12.5. If the billed Party fails to seek formal dispute resolution pursuant to Section 16 within ninety (90) Days of the billed Party providing written notice to the billing Party of such Disputed Amounts, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges for the billed amounts, becomes immediately due.
- 53.12.6. Notwithstanding Sections 53.12.4 and 53.12.5, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating

the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the disputed amounts or to file a petition for formal dispute resolution pursuant to Section 16.4. Such petition may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to seek formal dispute resolution pursuant to Section 16.4 within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such disputed amounts and all withheld amounts, including accumulated late payment charges for the billed amounts, become immediately due.

53.12.7. Failure by the billed Party to make a timely escalation to either a failure to resolve a dispute under Section 53.12.5 or to a notice of denial under Section 53.12.6 shall also preclude the Party from thereafter requesting an escalation of the same dispute under Section 16.4.

53.12.8. Failure by the billed Party to make a timely response to a notice of denial under Section 53.12.6 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 53.

53.13. A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.

53.14. Effect of Non-Payment

53.14.1. If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section **Error! Reference source not found.** on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 43. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

53.14.2. Notwithstanding Section 53.14.1 above, if the billed Party does not pay all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders pursuant to Section 53.14.1 so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues,

nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 43. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

- 53.14.3. Notwithstanding Sections 53.14.1 and 53.14.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding; or for disputed amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party any and for all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

#### **54. AUDITS**

- 54.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 54.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 54.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 54.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such



Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 53.11 above.

- 54.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 54.6. On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.
- 54.7. CenturyLink and CLEC shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests for the same type of traffic shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1). The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.
  - 54.7.1. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage (PLU) to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.
- 54.8. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **55. CENTURYLINK OSS INFORMATION**

- 55.1. Subject to the provisions of this Agreement and Applicable Law, CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for CLEC's internal use for the provision of Telecommunications Services to CLEC End Users in the State.
- 55.2. All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, CLEC shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.
  - 55.2.1. CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 13.
  - 55.2.2. CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except CLEC's employees, agents or contractors, in accordance with Section 55.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 55.2.3 below.



- 55.2.3. CLEC's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for CLEC's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 13 and Sections 55.2.1 and 55.2.2 above. CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.
- 55.3. Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 7, 53 and 55.7.1 below), CLEC's access to, and use of, CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.
  - 55.3.1. CenturyLink shall have the right (but not the obligation) to audit CLEC to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement with regard to CLEC's access to, and use and disclosure of, CenturyLink OSS Information.
  - 55.3.2. Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor CLEC's access to and use of CenturyLink OSS Information, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.
  - 55.3.3. Information obtained by CenturyLink pursuant to this Section 55 shall be treated by CenturyLink as Confidential Information of CLEC pursuant to Section 13; provided that, CenturyLink shall have the right to use and disclose information pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.
  - 55.3.4. All CenturyLink OSS Information received by CLEC shall be destroyed or returned by CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.
  - 55.3.5. All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.
- 55.4. The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink End Users provided by Applicable Law.
- 55.5. CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for CLEC to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement.
- 55.6. CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink's OSS services in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in this Article.

**55.7. Liabilities And Remedies**

- 55.7.1. If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 55 and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to CLEC, to suspend or terminate the right to use CenturyLink OSS services granted by Section 55.1 above and/or the provision of CenturyLink OSS services, in whole or in part.
- 55.7.2. CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 55.7.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 55.7.3. Any breach of any provision of this Article by any employee, agent, or contractor of CLEC shall be deemed a breach by CLEC.

**55.8. Cooperation**

- 55.8.1. CLEC, at CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services. Such cooperation shall include, but not be limited to, the following:
- 55.8.2. CLEC shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services.
- 55.8.3. Upon CenturyLink's request, CLEC shall participate in reasonable cooperative testing of CenturyLink OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services.

**55.9. Future Enhancements To CenturyLink Oss Facilities**

- 55.9.1. Subject to the requirements of Applicable Law, the specific OSS and OSS access method(s) offered will be determined by CenturyLink and may be changed by CenturyLink without the consent of CLEC.
- 55.9.2. If CenturyLink makes enhancements to the existing OSS, the Parties agree that to the extent practicable, CLEC will use the provided OSS and specified OSS access method(s). CenturyLink may at its option discontinue any OSS or OSS access method that an enhancement has been designed to replace.

**56. PROVISION OF USAGE DATA**

- 56.1. This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data (as defined in this Section) for information exchange regarding long distance and access billing. To the extent technically feasible, each Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's End User, and long distance calls transited through one Party's network to the terminating provider. CenturyLink shall record for CLEC the messages that CenturyLink records for and bills to its End Users and records for billing of Interexchange carriers. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party on non-holiday Business Days in accordance with CenturyLink's Standard Practices. CenturyLink and CLEC agree that

- they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.
- 56.2. Except as stated in the preceding Section, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CLEC Usage Information will be provided to CLEC shall be determined by CenturyLink.
- 56.3. General Procedures
- 56.3.1. CenturyLink shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) Day period, CenturyLink shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) Day period has expired, CenturyLink may provide the data back-up at CLEC's expense.
- 56.3.2. CenturyLink shall provide to CLEC, Recorded Usage Data for CLEC End Users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 56.3.3. CenturyLink shall not bill directly to CLEC End Users any recurring or non-recurring charges for CLEC's services to the End User except where explicitly permitted to do so within a written agreement between CenturyLink and CLEC.
- 56.3.4. CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 56.3.5. CenturyLink shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.
- 56.4. Charges
- 56.4.1. CenturyLink will deliver one monthly statement for Usage Data Billing Services in the medium selected by CLEC in the start-up process.
- Invoices will be provided in a standard Carrier Access Billing format or other such format as CenturyLink may determine;
  - Where local usage charges apply and message detail is created to support available services, CLEC will pay CenturyLink for providing such call detail;
  - The Parties will work cooperatively to exchange information to facilitate the billing of Incollect/Outcollect and inter/intra-region alternately billed messages. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
  - CenturyLink shall bill for message provisioning and the provision of usage records.
- 56.5. Other Billed Charges. CLEC is responsible for all charges incurred by CLEC's End Users.
- 56.6. Lost Data
- 56.6.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.

- 56.6.2. Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in this Section. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 56.6.3. Complete Loss. When CenturyLink is unable to recover data as discussed in this Section, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, demagnetized before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 56.6.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message (ARPM) agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 56.6.5. If the day of loss is not a holiday but one (1) or more of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 56.6.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), CenturyLink shall use volumes from the two (2) preceding Sundays.
- 56.6.7. If the loss occurs on Mother's Day or Christmas Day, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 56.7. Testing, Changes and Controls
  - 56.7.1. The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.
  - 56.7.2. Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.
- 56.8. CLEC Requested Changes
  - 56.8.1. CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
  - 56.8.2. When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.
- 56.9. Rejected Recorded Usage Data
  - 56.9.1. Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink in their original format.



- 56.9.2. CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume liability for errors and unguideables caused by CenturyLink.
- 56.9.3. All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.
- 56.10. Data Validation Files
  - 56.10.1. Upon request, CenturyLink will provide CLEC with any of the following Data Validation Files at the rates identified in Table 1. At CenturyLink's option, the files will be provided via downloadable, email, or other electronic format:
    - a. MSAG (Master Street Address Guide)
    - b. Feature/Service Availability by Switch
    - c. Directory Names
    - d. Class of Service Codes
    - e. Community Names
    - f. Yellow Page Headings
    - g. PIC/LPIC (InterLATA/IntraLATA)
  - 56.10.2. CLEC may obtain a Data Validation File not more than once per quarter.

**57. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS**

- 57.1. CenturyLink shall have the right to access, use and disclose information related to CLEC End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by the CLEC in the manner required by Applicable Law.
- 57.2. Upon request by CenturyLink, CLEC shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to CLEC's Operations Support Systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems at terms no less favorable than CenturyLink provides to CLEC, to permit CenturyLink to obtain information related to CLEC End Users (as authorized by the applicable CLEC), to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

**58. NETWORK MANAGEMENT**

- 58.1. CLEC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) for network management purposes. In addition, the Parties will apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 58.2. The Parties will employ characteristics and methods of operation that will not interfere with or impair the Parties' networks, or the network of any third parties or affiliated companies, connected with or involved directly in the network or facilities of CenturyLink.

- 58.3. CLEC shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, its affiliated companies, or its connecting and concurring carriers.
- 58.4. If CLEC causes any impairment or interference, CenturyLink shall promptly notify CLEC of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the impairment or interference. If CLEC is unable to promptly remedy, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the impairment is remedied.
- 58.5. Any violation of Applicable Law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities, or that creates hazards to the employees of CenturyLink or to the public, is also considered an impairment of service.
- 58.6. CenturyLink shall give advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by CenturyLink including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised CenturyLink may potentially impact CLEC End Users.
- 58.7. The Parties shall provide notice of network changes and upgrades in accordance with 47 C.F.R. §§51.325 through 51.335. CenturyLink may discontinue any Interconnection arrangement or Telecommunications Service provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. CenturyLink agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

## **59. MAINTENANCE AND REPAIR**

- 59.1. In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble.
- 59.2. During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.
  - 59.2.1. For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.
- 59.3. CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 59.4. All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that:
  - 59.4.1. CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and
  - 59.4.2. Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.
- 59.5. On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the

trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point, then CLEC will bear the cost.

**60. EXPENSES**

- 60.1. In performing under this Agreement, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyLink is entitled to reimbursement from CLEC for all such costs. For all such costs and expenses, CenturyLink shall receive through nonrecurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs. If CLEC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to CLEC in a timely manner and CLEC must agree to accept the quoted charges prior to CenturyLink's initiation of work.
- 60.2. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

## **ARTICLE V: INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC**

### **61. SERVICES COVERED**

- 61.1. To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of local telephone exchange service and interLATA/intraLATA Exchange Access service.
  - 61.1.1. This Article governs the Interconnection of network facilities (i.e., physical network Interconnection services and facilities), by CenturyLink to CLEC or by CLEC to CenturyLink, and the transport, termination and billing of Local Traffic between CenturyLink and CLEC.
  - 61.1.2. The Parties will make available to each other separate two-way trunks at Tariffed rates for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.
  - 61.1.3. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

### **62. NETWORK INTERCONNECTION METHODS**

- 62.1. This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the Interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic and Exchange Access Service traffic; provided, however, local Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 62.2. CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access Service, at a level of quality equal to that which CenturyLink provides to itself and Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 62.3. Physical Architecture
  - 62.3.1. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Local Calling Area. The physical architecture plan will be discussed during joint implementation planning as documented on the CenturyLink Website. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.
  - 62.3.2. Either Party must provide thirty (30) Days written notice of any changes to the physical architecture plan.
  - 62.3.3. Each Party is solely responsible for the facilities that carry OS/DA, 911 or Mass Calling for their respective End Users. Separate trunks ordered via ASRs at Tariffed rates must be utilized for connecting CLEC's switch(es) to each of these services.
  - 62.3.4. In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on an overall blocking standard of



one percent (1%) during the average busy hour, as defined by Erlang B standards, for the final trunk groups between a CLEC end office and a CenturyLink access Tandem carrying Meet Point traffic and all direct end office trunk groups. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%).

62.4. Points of Interconnection (POIs)

62.4.1. CLEC must establish a minimum of one POI within each LATA in accordance with the terms of this Agreement. CLEC shall establish additional POIs under the following circumstances:

- a. CLEC must establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink or where it has established codes within that tandem serving area.
- b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 64.4.2.
- c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the thresholds as set forth in Section 64.4.2 have been met.
- d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink.

62.4.2. POI Thresholds

64.4.2.1 When the total volume of traffic exchanged between the Parties at an CenturyLink end office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. Once the threshold has been exceeded as described, CLEC remains obligated to establish a POI, regardless of whether minutes of use drop below the threshold prior to the completion of the direct interconnection. In situations where CenturyLink's network contains host and remote end offices, any traffic from remote end offices will be included in the MOU determination of the traffic from the host end office.

64.4.2.2 Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days.

62.4.3. The Parties may mutually agree to establish a POI even where none of the conditions set forth in Section 62.4.1 of this Article has occurred.

- 62.4.4. CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any method of Interconnection described in this Section 62. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to a POI.
- 62.4.5. Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink's access Tariff. The rates, terms and conditions associated with the Tariff service CLEC orders will apply.
- 62.4.6. CLEC shall be required to establish a CLLI Code for the message/switch ACTL at the CenturyLink tandem or End Office switch where the Interconnection trunk terminates.
- 62.4.7. If CLEC is acting as an IXC and as a competitive local exchange carrier, CLEC must have a unique Operating Company Number (OCN) when ordering as CLEC entity. When CLEC orders IXC Feature Group D access, it must use an industry standard CIC.
- 62.5. Methods of Direct Interconnection
  - 62.5.1. Leased Facility
    - a. Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable Tariff, or may lease facilities from a third party.
    - b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through commercial space and power arrangements offered by CenturyLink pursuant to a separate agreement..
  - 62.5.2. Mid Span Fiber Meet
    - a. The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:
      - 1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's End Office and CLEC's Premises, and will be within the CenturyLink Local Calling Area.
      - 2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.
      - 3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.
      - 4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties, or to CenturyLink's exchange boundary, whichever is less.
      - 5. CenturyLink will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan.
      - 6. CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.

- 62.5.3. Third Party ILEC Meet Point. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., facilities jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.
- 62.5.4. Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection facilities.
- 62.6. Direct Interconnection at the CenturyLink Tandem
  - 62.6.1. Subject to Section 62.4, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection for Local Traffic to the CenturyLink End Offices, Remote Offices and NXXs which subtend that Tandem Switch.
  - 62.6.2. In accordance with Section 65, Interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.
  - 62.6.3. CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.
- 62.7. Direct Interconnection at the CenturyLink End Office
  - 62.7.1. Interconnection to a CenturyLink End Office Switch will provide CLEC local Interconnection for Local Traffic purposes to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that End Office Switch.
  - 62.7.2. CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including any muxing necessary for such purposes.
- 62.8. Indirect Network Connection
  - 62.8.1. For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary tandem transiting service. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CLEC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink end offices and a CLEC switch in instances where, and only so long as, none of the triggers set forth in this Section 62.8 have been reached.
  - 62.8.2. Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the Transit Services. Each Party is financially responsible for the facilities to its side of the ILEC Tandem, and for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.
  - 62.8.3. Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at an CenturyLink end office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the Indirect Traffic exceeds the MOU per month threshold. Once the threshold has been exceeded as described, CLEC remains obligated to

establish a POI, regardless of whether minutes of use drop below the threshold prior to the completion of the direct interconnection. In situations where CenturyLink's network contains host and remote end offices, any traffic from remote end offices will be included in the MOU determination of the traffic from the host end office.

- 62.8.4. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with the CenturyLink End Office serving that route for the mutual exchange of traffic within thirty (30) Days.
- 62.8.5. If CLEC has not established a POI within thirty (30) Days after exceeding the triggers in Sections 62.8.3 and 62.8.4, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.
- 62.8.6. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Service Traffic on a single trunk group for indirect delivery through a third party's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs).
  - a. Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic, call detail samples, or traffic study documentation. Call detail or jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. CLEC will transmit CPN as required by FCC rules (47 C.F.R. §64.1601). The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.
  - b. CenturyLink may request CLEC's PLU documentation at any time to verify the factor, and may compare the documentation to studies developed by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink by greater than ten percent (10%) of the existing PLU, the Parties agree that the change will be retroactive to traffic for the previous twenty-four (24) months.

### **63. INTERCONNECTION TRUNKING REQUIREMENTS**

- 63.1. This Section sets forth terms and conditions for Interconnection provided by CenturyLink and CLEC and provides descriptions of the trunking requirements between CLEC and CenturyLink. All references to incoming and outgoing trunk groups are from the perspective of CLEC. This Section describes the required and optional trunk groups for Local and Mass Calling
- 63.2. Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Agreement. A Party will not originate any Local Traffic to the other Party except via the trunk group established for the exchange of Local Traffic.
- 63.3. One Way and Two Way Trunk Groups
  - 63.3.1. The Parties agree to establish bi-directional two-way trunk groups for Local Traffic and IntraLATA traffic that has not been routed to an IXC and separate two-way trunk groups for IntraLATA traffic and InterLATA traffic that has been routed to an IXC. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where



CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.

- 63.3.2. Bi-directional two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI.
- 63.3.3. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements for the delivery of Information Access Traffic and/or ISP-Bound Traffic. Trunks or facilities for Information Access Traffic and/or ISP-Bound Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.
- 63.3.4. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.
- 63.3.5. Notwithstanding 65.1 and 65.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period.
- 63.3.6. With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:
  - a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").
  - b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements. CLEC agrees that the trunks which shall be converted will include End Office two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services which subtend a Tandem and will also include Tandem two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services.
- 63.3.7. Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.
  - a. Ancillary trunk groups will utilize Signaling System 7 (SS7) protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. The originating Party will have administrative control of one-way trunk groups.
  - b. Separate trunk groups may be required by CenturyLink for certain traffic types including, but not limited to:
    - 1. 911/E911 trunks;
    - 2. Exchange of InterLATA or IntraLATA interexchange traffic;
    - 3. Mass Calling trunks, if applicable; and

4. Toll Free Service trunks where CLEC provides such service to its customers.

#### 63.4. Trunk Groups

- 63.4.1. Where either Party offers direct or ported local service to End- Users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.
- 63.4.2. CLEC shall provide all SS7 signaling information including, without limitation, calling party number, charge number, originating line information (OLI) and Jurisdictional Indicator Parameter (JIP). For terminating FGD, CenturyLink will pass all SS7 signaling information including, without limitation, any CPN and JIP received from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, Carrier Identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 63.4.3. CLEC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types.
  - a. Any Local Traffic routed over Switched Access Service trunks will be billed the higher of the intrastate terminating access rate or the reciprocal compensation rate. Neither party shall route Switched Access Service traffic over Local Interconnection Trunks.
  - b. Each Party shall only deliver traffic over the Local Interconnection Trunk Groups to the other Party's Tandem for those NXX Codes served by that tandem or End Office as applicable in accordance with the LERG.

#### 63.5. Trunk Servicing

- a. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR), Reciprocal ASR, or other industry standard format as specified by CenturyLink for trunk ordering. CLEC will have administrative control for the purpose of issuing ASR's on both two-way and one-way trunk groups. Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Should CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard set forth in Section 62.3.4,
  - b. CenturyLink is not obligated to provide such trunking unless CLEC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.
- 63.5.1. Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using methods described in Section 62.3.4 using design utilization criteria stated in Section 63.5.2.
- 63.5.2. Underutilization: Notwithstanding the terms of Section a, underutilization of Interconnection Trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months is greater than the current need. This over-provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage will be handled in the following manner:
  - a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under 90% of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period,

- either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases POI requirements and grade of service objectives shall be maintained.
  - b. CLEC will send an ASR to CenturyLink to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
  - c. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.
  - d. In the event that CLEC over-forecasts its trunking requirements consistent with this Section, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs. Such expenses will be recouped for non-recoverable facilities.
- 63.6. CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.
- 63.7. Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the CenturyLink Website. If either CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.
- 63.8. Trunk Data Exchange
  - 63.8.1. Each Party agrees to service trunk groups to the blocking criteria in Section 62.3.4 in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) Day study period. The Parties agree that twenty-one (21) Days is the study period duration objective unless mutually agreed otherwise. The study period will not include a holiday.
  - 63.8.2. Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.
- 63.9. Network Management
  - 63.9.1. Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.
  - 63.9.2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve

network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 63.9.3. Temporary Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

#### 63.10. Technical Interfaces

- 63.10.1. CLEC is responsible for provisioning its traffic to CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.
- 63.10.2. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code. Where ESF/B8ZS is not available CLEC will use other Interconnection protocols on an interim basis until the standard ESF/B8ZS is available. CenturyLink will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 63.10.3. CenturyLink will offer Interconnection to its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local Interconnection. CenturyLink's signaling service will be charged at Tariff rates to CLECs that order such service.
- 63.10.4. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

#### 63.11. Responsibilities of the Parties

- 63.11.1. CLEC and CenturyLink will work cooperatively to install and maintain a reliable network. CLEC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and State government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 63.11.2. CLEC and CenturyLink will review engineering requirements as necessary and establish semi-annual forecasts for facilities utilization provided under this Article.
- 63.11.3. CLEC and CenturyLink will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 63.11.4. CLEC and CenturyLink will notify each other when there is any change affecting the service requested, including the due date.
- 63.11.5. CLEC and CenturyLink will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.



- 63.11.6. CLEC and CenturyLink will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.
- 63.11.7. CLEC and CenturyLink will share responsibility for all Control Office functions for Local Interconnection Trunks and trunk groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 63.11.8. CLEC and CenturyLink will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection Trunks/Trunk Groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 63.11.9. CLEC and CenturyLink will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection Trunks prior to referring the trouble to each other.
- 63.11.10. CLEC and CenturyLink will advise each other if there is an equipment failure which may affect the Interconnection Trunks.
- 63.11.11. CLEC and CenturyLink will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 63.11.12. CLEC and CenturyLink will provide to each other test-line numbers and access to test lines.
- 63.11.13. CLEC and CenturyLink will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 63.12. Neither Party shall use any Interconnection, function, facility, product, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

#### **64. INTERCARRIER COMPENSATION**

##### **64.1. General Terms**

- 64.1.1. For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call.
- 64.1.2. All voice calls exchanged between the Parties originating from or terminating to the PSTN shall be jurisdictionalized and compensated in a like manner based upon the end points of the call regardless of the technology used to originate, terminate, or transport the call, including voice calls that are transmitted in part via the public Internet or a private IP network (collectively referred to as VoIP or IP enabled calls) that originate from or terminate to the PSTN. Non-local VoIP and IP enabled calls will be considered interexchange toll traffic and compensated in accordance with Section 64.4.

- a. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.
- b. As set forth in Section 64.1.2, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction only if all the signaling parameters are included with the traffic exchange. Terminated IP-Enabled Voice Traffic that does not have the signaling parameters included with the traffic exchange will be billed at the terminating intrastate Switched Access Service rate.
- c. Local Calling Platform (LCP) traffic is not Local Traffic for purposes of intercarrier compensation, and such LCP traffic shall not be subject to Reciprocal Compensation. LCP traffic shall be subject to the originating carrier's originating access rates which shall be payable by the Party owning the number for the intermediate platform (i.e., the first number dialed by the originating End User). The Parties agree that 0 % of the total CenturyLink-originated/CLEC-terminated traffic shall be deemed LCP traffic. Either Party may perform traffic studies at any time to verify the percentage set forth in this paragraph. Each Party will provide data necessary to determine the geographic location associated with the telephone number to which the call was ultimately completed, as distinct from the number of the intermediate platform. Should the traffic study indicate that the percentage should be changed, the Parties agree to implement the correct percentage on a prospective basis (i.e., from the date of the traffic study) pursuant to written notice, without amending the agreement.

64.1.3. Percent Local Usage (PLU)

- a. CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection to identify its Local Traffic for Reciprocal Compensation purposes. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU. If a CenturyLink review indicates that CLEC's PLU is inaccurate by more than ten percent (10%), the Parties agree to implement the new PLU retroactively for the previous twenty-four (24) months; otherwise, new PLUs will be implemented on a going forward basis.
- b. To calculate intrastate toll access charges, each Party will provide to the other in writing, within twenty (20) Days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor for each end office or tandem. Each company will calculate the PLU factor using its originating IntraLATA minutes of use. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

64.1.4. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of

each Party to originate and transmit complete and unaltered call records, including calling party number (CPN), and jurisdictional information parameter (JIP). Transmitted call records, including the JIP, must reflect the geographic origination point of a call and not the point at which the call enters the PSTN. Neither Party will (a) strip, alter or replace call records or, (b) permit third parties to do so for traffic the Party delivers to the other Party. Using reasonable efforts and to the extent technically feasible, each Party will also take steps to ensure that any service provider handing off traffic for delivery to the other Party will transmit complete and unaltered call records, including CPN and JIP, and will not otherwise disguise the jurisdiction of a call.

- 64.1.5. Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from CenturyLink or CLEC internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Section 54.
- 64.1.6. Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) Days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

#### 64.2. Compensation for Transport and Termination of Local Traffic

- 64.2.1. Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.
- 64.2.2. The rate elements for transporting and terminating Local Traffic can be found in Article VII: Pricing.
- 64.2.3. The terminating Party may bill Reciprocal Compensation for all Local Traffic minutes of use to the originating Party, excluding all Locally Terminated Information Access Traffic, all VNXX traffic, and all Locally Terminated ISP-Bound Traffic.
- 64.2.4. CLEC and CenturyLink agree to terminate each other's Locally Terminated ISP-Bound Traffic that physically originates and terminates in the same Local Calling Area on a Bill and Keep basis of Reciprocal Compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

#### 64.3. Reciprocal Compensation

- 64.3.1. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:
- 64.3.2. Bill and Keep is only applicable if terminating traffic between the Parties is balanced within ten percent (10%).
- 64.3.3. Bill and Keep is limited to Local Traffic only.

- 64.3.4. Bill and Keep applies to traffic between a CLEC End Office and an Embarq Tandem or End Office and is limited to twenty-four (24) DSO trunks (one-way from CLEC to Embarq).
- 64.3.5. Traffic Studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.
- 64.3.6. Either Party can cancel the Bill and Keep compensation arrangement when traffic volumes require the installation of more than twenty-four (24) one-way trunks or when the usage is out of balance by more than ten percent (10%), i.e., outside of 45% – 55% range. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.
- 64.3.7. If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting charges to be assessed by each Part for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.
- 64.3.8. Bill and Keep does not apply to local traffic originated by the CLEC, transiting Embarq's network, and terminated by a third party in which case applicable transit charges will apply. Embarq will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.
- 64.3.9. ISP-Bound Traffic will be exchanged on a "Bill and Keep" basis. Under Bill and Keep, each Party retains the revenues it receives from end user customer, and neither Party pays the other Party for terminating the ISP-Bound Traffic.
- 64.3.10. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to CenturyLink's option to invoke on a date specified by CenturyLink the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed compensation regime including the terminating compensation rates, and other terms and conditions. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties previously agreed to exchange traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, then such Bill and Keep arrangement shall continue.
- 64.3.11. Billing for Reciprocal Compensation
  - a. Each Party will calculate terminating Interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.
- 64.3.12. Indirect Interconnection



- a. For any traffic exchanged between the Parties via third party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem operator to invoice for traffic terminating on its network.
  - b. Private Line Services include private line-like and special access services and are not subject to local Reciprocal Compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines and PRI services.
- 64.3.13. Billing Elements for Local Transport and Termination
  - a. The transport and termination elements for Local Traffic depend on the type of Interconnection between the Parties.
    - 1. In a Mid-Span Fiber Meet arrangement, when calls from CLEC End Users are terminating to CenturyLink End Users through the CenturyLink Tandem Switch, CLEC will pay CenturyLink a charge for Tandem Switching, Common Transport to the End Office, and End-Office Termination.
    - 2. When the POI is connected to the CenturyLink Tandem Switch, for CLEC-originated calls, CLEC shall pay a per MOU charge for Tandem Switching, Common Transport to the End Office and End-Office Termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink End Office Switch.
    - 3. Where the POI is connected to the CenturyLink End Office Switch, for CLEC-originated calls, CLEC shall pay CenturyLink End-Office Termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink End Office Switch.
- 64.3.14. Charges billed to CenturyLink by CLEC for the transport and termination of Local Traffic will be the same rates and rate elements that CenturyLink assesses CLEC for the same services, as identified in this Section.
- 64.3.15. For purposes of compensation between the Parties, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA-NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA-NXX code.
- 64.3.16. CenturyLink shall render to CLEC a bill for facilities used for direct Interconnection services on a monthly basis for a minimum term of one month. Charges for facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Each month is presumed to have thirty (30) Days.
- 64.4. Compensation of VNXX and other non-local traffic
  - 64.4.1. Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.
  - 64.4.2. A call placed on a non-local basis (e.g.: a toll call or 8yy call) will be treated as non-local traffic for compensation purposes. The rates, terms and conditions

for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access Service intrastate and/or interstate Tariffs.

- 64.4.3. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement. Neither Party shall provide VNXX service (including any VNXX traffic which is ISP-Bound Traffic) unless the Party providing such VNXX service notifies the other Party and the Parties negotiate a factor to reflect the amount of traffic presumed to be VNXX traffic (subject to audit and modification as necessary). In the absence of a written agreement between the Parties stating otherwise, VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic) shall be subject to the originating carrier's originating access rates which shall be payable to the originating Party by the Party providing VNXX Service.

## **65. TRANSIT TRAFFIC**

- 65.1. Transit Service terms in this Agreement are for the delivery of Local Traffic. Any non-local transit will be provided at Switched Access Service rates.
- 65.2. All references to CenturyLink Tandems in this Section pertain only to those locations where CenturyLink owns a Tandem and where the CenturyLink End Offices at which traffic is to be exchanged are actually connected to the CenturyLink Tandem. CenturyLink Transit Services are not available at CenturyLink End Offices, nor to CenturyLink End Offices where the End Offices are not connected to a CenturyLink Tandem.
- 65.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its End User to a local End User of: (1) other CLECs, (2) an ILEC other than CenturyLink, and (3) CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink Tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink Tandem (i.e., double Tandem Transit traffic) where the NPA-NXX of the number called is rated within CenturyLink's Tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double Tandem Transit Traffic routed by CLEC.
- 65.4. CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 65.5. In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by CLEC.
- 65.6. Payment Terms and Conditions
- 65.6.1. CLEC shall pay a Transit Service rate as set forth in Table 1 for any Transit Traffic routed to CenturyLink by CLEC.
- 65.6.2. CLEC may be required to pay CenturyLink the Transit Service rate for Transit Traffic routed by an ILEC to CenturyLink for delivery to CLEC.
- 65.6.3. The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The originating Party will indemnify, defend and hold harmless the Transit Service provider against any and all charges levied by such third-party

Telecommunications Carrier, including but not limited to, termination charges related to such traffic and attorneys' fees and expenses.

65.7. Billing Records and Exchange of Data

65.7.1. Upon request by CLEC and to the extent available, CenturyLink agrees to provide CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. To the extent CenturyLink incurs additional cost in providing this billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information.

65.7.2. To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

65.8. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct Interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct Interconnection, CenturyLink may thereafter charge CLEC for such Transit Service at double the transit rate set forth in Table 1, or discontinue providing Transit Service to CLEC, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

## ARTICLE VI: ADDITIONAL SERVICES

### 66. NUMBER PORTABILITY

- 66.1. Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:
  - 66.1.1. Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.
  - 66.1.2. Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.
  - 66.1.3. Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
  - 66.1.4. Permanent Number Portability (PNP): The in-place long-term method of providing Number Portability (NP) using the LRN method.
  - 66.1.5. Recipient Party: The Party that is initiating the number port request and is receiving the ported number.
  - 66.1.6. Ten-Digit Unconditional Trigger Method (TDT): An industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the End User.
- 66.2. Number Portability (NP). Each Party will provide Local Number Portability and obtain End User authorization in accordance with the Act, and applicable FCC rules, regulations and orders as amended from time to time. CLEC shall provide NP to CenturyLink under no less favorable terms and conditions as when CenturyLink provides such services to CLEC. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders do not mandate Location and Service Portability and the Parties will not submit orders for such non-mandated types of portability.
- 66.3. Testing
  - 66.3.1. If CLEC has not initiated porting with CenturyLink in a specific exchange, prior to port order submission, CLEC will conduct testing with CenturyLink as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26.
  - 66.3.2. CLEC must be NPAC certified and have met CenturyLink testing parameters prior to activating LNP. Each Party will bear its own expenses for testing.
  - 66.3.3. The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
  - 66.3.4. The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other of any system updates that may affect the CLEC or CenturyLink network. Each Party shall, at each other's request, jointly perform tests to validate the operation of the updated network.
- 66.4. A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the



CenturyLink Wholesale Website and comply with applicable FCC rules, regulations and orders.

- 66.4.1. End User Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected.
- 66.4.2. Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.
- 66.4.3. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement. Neither Party shall provide VNXX service (including any VNXX traffic which is ISP-Bound Traffic) unless the Party providing such VNXX service notifies the other Party and the Parties negotiate a factor to reflect the amount of traffic presumed to be VNXX traffic (subject to audit and modification as necessary). In the absence of a written agreement between the Parties stating otherwise, VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic) shall be subject to the originating carrier's originating access rates which shall be payable to the originating Party by the Party providing VNXX Service.
- 66.4.4.
- 66.4.5. Inactive Numbers. CenturyLink will not port numbers not currently being used by an End User.
- 66.4.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
- 66.4.7. Porting Interval. Until the FCC's 2009 "One Day Porting Interval" Order becomes effective for CenturyLink, the LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) Days. When the FCC's "One Day Porting Interval" Order becomes effective for CenturyLink, CenturyLink will comply with the requirements of that Order.
  - a. Local Number Portability (LNP) orders may not be expedited.
  - b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.
- 66.4.8. FOC. Until the FCC's 2009 "One Day Porting Interval" Order becomes effective for CenturyLink, both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within twenty-four (24) hours from the time a "clean" LSR is received. After the FCC's "One Day Porting Interval" Order becomes effective for CenturyLink, both Parties agree to continue to provide a Firm Order Confirmation (FOC) to the Recipient Party for complex ports within twenty-four (24) hours from the time a "clean" LSR is received.
- 66.4.9. Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may

mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.

- a. CLEC bears sole responsibility for any End User issues associated with porting cutovers when CenturyLink recommends a project approach and CLEC declines to use such a process.
- 66.4.10. Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Article VII for each LSR received. The Party will bill the Service Order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
  - 66.4.11. Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End Users via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
  - 66.4.12. When CenturyLink receives an un-queried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge found in the applicable Tariff will apply.
  - 66.4.13. IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.
  - 66.4.14. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
  - 66.4.15. Each Party shall become responsible for the End User's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the End User's telephone number to its switch.
- 66.5. Cut-Over Process for Number Porting Orders
    - 66.5.1. Ten-Digit Unconditional Trigger Method (TDT) Cut-Over
      - a. Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not technically feasible.
      - b. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.
    - 66.5.2. Coordinated Hot Cuts (CHC)
      - a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.

b. Pricing for Number Portability CHCs

1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Article VII: Pricing.
2. Coordination of Service Order work outside normal business hours (i.e., other than 8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for Service Order work performed outside normal business hours, weekends, and holidays.
3. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

**67. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

- 67.1. Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. §153(46), CenturyLink and CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's Tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.
- 67.2. Pole Attachment & Conduit Occupancy Agreements. CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

**68. TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES**

- 68.1. Where CenturyLink is the 911/E911 service provider in a particular Rate Center in which CLEC is authorized to provide Telephone Exchange Service, CLEC may connect to the CenturyLink 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to its End Users and for access to all subtending Public Safety Answering Points (PSAPs). CenturyLink's provision of such 911/E911 services to CLEC shall be governed by the rates, terms and conditions set forth in CenturyLink's applicable 911 Tariff.

**69. DIRECTORY ASSISTANCE**

- 69.1. The Parties acknowledge that CenturyLink is not a Directory Assistance (DA) provider. CenturyLink provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by CLEC for DA services to CLEC's subscribers also populates the national DA database, then CLEC's DA listings have been made available to CenturyLink's subscribers and no further effort is needed by either Party. If for any reason, CLEC desires that CenturyLink act as a middleman conduit for the placement of CLEC's DA listings in the DA database(s), then CenturyLink shall provide such compensable DA listings service pursuant to separate DA terms between CenturyLink and CLEC which will be attached to this Agreement as an Amendment.

**70. DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION**

- 70.1. Published directory listings and directory distribution services for CLEC's End Users will be provided by CenturyLink to CLEC pursuant to the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available. If no applicable Tariff is available, CenturyLink shall provide such directory listings and directory distribution services pursuant to separate Directory Service Agreement (DSA) terms between CenturyLink and CLEC which will be attached to this Agreement as an Amendment.



## **ARTICLE VII: PRICING**

### **71. GENERAL PRICING TERMS**

- 71.1. All prices under this Agreement are set forth in the attachment designated Table 1 of this Agreement are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1 or is not subject to Section 51, CenturyLink will develop a rate consistent with Section.
- 71.2. Subject to the provisions of Section 60.1, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

### **72. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 72.1. Interconnection. Every Interconnection and service provided by CenturyLink, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such Interconnection or service, including rates set forth in this Article, as in applicable Tariffs, or as specified by the Interconnection terms.
- 72.2. Call Related Databases. The charges that CLEC shall pay to CenturyLink for Call Related Databases are set forth in Table 1 of this Agreement.

### **73. APPLICATION OF NRCS**

- 73.1. Pre-ordering:
  - 73.1.1. "Account Establishment" is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate.
  - 73.1.2. "Customer Record Search" applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.
- 73.2. A Service Order Charge all for all LSRs (including Number Portability LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the Service Order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.
- 73.3. Custom Handling. These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs:
  - 73.3.1. "Service Order Expedite" applies if CLEC requests service prior to the standard due date intervals.
  - 73.3.2. "Coordinated Hot Cut" applies when the LSR (Local Service Request) requests a Coordinated Hot Cut, a combined and simultaneous effort between CenturyLink and CLEC to perform the completion of a Local Service Request order.
  - 73.3.3. "Time and Materials" charges apply for non-standard or individual-case-basis work requested by CLEC.


### **74. INDIVIDUAL CASE BASIS PRICING (ICB)**

- 74.1. Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for services that are not otherwise provided for in this Agreement.

- 74.2. CenturyLink will process ICB Pricing requests upon receipt from CLEC. CenturyLink will provide CLEC a price quote within thirty (30) Business Days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) Business Days from the receipt of the request.

## SIGNATURE PAGE

**Embarq Communications, Inc.**

Signature:   
Emily Binder  
Director Wholesale Product & Marketing

Date: 10-5-10

**CenturyTel of Ohio, Inc. d/b/a CenturyLink**

Signature:   
Mike Hunsucker  
Director Wholesale Contracts

Date: 10-8-10

**TABLE 1**

**RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC**

General The rates contained in this table are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historical costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate

A. The Local interconnection rate element applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is bill and keep.

B. The Common Transport rate element applies to tandem routed local traffic on a per minute of use basis CenturyTel Interstate Tariff rates

C. Internal Factors

1 PLU	100%
2 Initial Proportionate Share Factor	50%
3-Exempt Factor	0%



## RATES AND CHARGES FOR NUMBER PORTABILITY

General The rates contained herein are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historical costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

### Interim Number Portability

Remote Call Forwarding	\$4.40 line/month
Simultaneous Call Capability	\$2.60 path/month

### Non-Recurring Charges (NRCs) for Number Portability

Pre-ordering	
Account Establishment	\$273.09
Customer Record Search	\$11.69

### Ordering and Provisioning

Initial Service Order	\$ 41.58
Subsequent Service Order	\$ 29.73
Manual Ordering Charge (Waived if Electronic Interface IS not available)	\$ 12.17

### Custom Handling

Service Order Expedite	\$12.59
Coordinated Conversion	\$17.76
Hot Coordinated Conversion First Hour	\$30.55
Hot Coordinated Conversion Per Additional Quarter Hour	\$4.88

### Application of NRCs

#### Pre-ordering

CLEC Account Establishment is a one-time charge applied the first time that ICG orders any service from this Agreement ICG is an established and active CLEC at the time of this agreement

#### Ordering and Provisioning

Initial Service Order (ISO) applies per Local Service Request (LSR) if not a part of an Unbundled Network Element (UNE) ISO

Subsequent Service Order applies per LSR for modifications to an existing LNP service

#### Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs)

Service Order Expedite applies if ICG requests service prior to the standard due date intervals and if not a part of a UNE Expedite

Coordinated Conversion applies if ICG requests notification and coordination of service cut-over prior to the service becoming effective and of not a part of a UNE Coordinated Conversion

Hot Coordinated Conversion First Hour applies if ICG requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour

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

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**Case No(s). 90-5010-TP-TRF, 10-2467-TP-NAG**

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