

45.9. DS3 Loops

- 45.9.1. Subject to the cap described in Section 45.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 45.9.2. CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.
- 45.9.3. Where CenturyLink is not required to provide unbundled DS3 loops pursuant to Sections 45.9.1 and 45.9.2, CLEC may not obtain new DS3 loops as UNEs.
- 45.9.4. Any DS3 loop UNEs that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 45.9.1 and 45.9.2, are subject to the following:
 - (a) Such DS3 Loops must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to submit the necessary orders to convert the DS3 Loops to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, CenturyLink will convert the DS3 Loops to comparable Access Services. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.
 - (b) Any service provided to CLEC by CenturyLink after 03/10/06 over DS3 Loops that CenturyLink was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after CenturyLink was no longer required to unbundle such facilities.
- 45.9.5. If CenturyLink identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website. CLEC shall not be able to order new DS3 loops for the identified wire centers after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from CenturyLink on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate that is equal to 115% of the rate CLEC paid on the date of the notice.
 - (a) CLEC must submit the necessary orders to convert such DS3 Loops to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders by the end of the six (6) month period, CenturyLink will convert the DS3 Loops to comparable Access Services at applicable rates. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.

- 45.10. Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. CenturyLink is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
- 45.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, CenturyLink will
- (a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or
 - (b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end user.
- 45.11. Fiber Loops. CenturyLink is not required to provide CLEC with access to Dark Fiber Loop on an unbundled basis.
- 45.12. FTTH and FTTC Loops
- 45.12.1. New builds. CenturyLink will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when CenturyLink has deployed a FTTH or FTTC Loop to an end user customer premise that previously has not been served by any loop facility.
- 45.12.2. Overbuilds. CenturyLink will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when CenturyLink has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:
- (a) CenturyLink will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless CenturyLink has retired the Copper Loop as set forth below.
 - (b) If CenturyLink deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, CenturyLink will restore the Copper Loop to serviceable condition upon request and at CLEC's expense.
 - (c) If CenturyLink deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, CenturyLink will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.
 - (d) Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop CenturyLink will comply with the notice requirements set forth in 251(c)(5) of the Act, §§51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.
- 45.13. Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.
- 45.13.1. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 45.13.2. CLEC must specify on the order form whether each Loop should be tagged and labeled.
- 45.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

46. SUBLOOPS

- 46.1. CenturyLink will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. CenturyLink will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.
- 46.2. CenturyLink is not required to provide CLEC access to dark fiber subloops.
- 46.3. Copper Subloops. CenturyLink will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyLink's outside plant, including inside wire owned or controlled by CenturyLink, and the end user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. CenturyLink is not obligated to offer feeder loop plant as a stand-alone UNE.
 - 46.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 46.4. Multiunit premises wiring. CenturyLink will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in CenturyLink's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by CenturyLink at a multiunit customer premises between the minimum point of entry and the point of demarcation.
 - 46.4.1. An accessible terminal is any point in CenturyLink's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
 - 46.4.2. Upon request for interconnection at a multiunit premises where CenturyLink owns, controls, or leases wiring, CenturyLink will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 46.5. CenturyLink will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 46.6. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in Section 45.6 and Section 47.
- 46.7. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink host or remote

central office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

47. OPERATIONS SUPPORT SYSTEMS (OSS)

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

48. LOOP MAKE-UP INFORMATION

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

49. LOCAL CIRCUIT SWITCHING

- 49.1. CenturyLink is not required to provide access to local circuit switching on an unbundled basis.

50. DEDICATED TRANSPORT

- 50.1. CenturyLink shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 50.1.1. CenturyLink is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of CenturyLink Wire Centers (i.e., entrance facilities). Further, CenturyLink is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.
- 50.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.
- 50.2.1. CenturyLink shall unbundle DS1 transport between any pair of CenturyLink Wire Centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 Wire Centers. As such, CenturyLink will unbundle DS1 transport if a Wire Center at either end of a requested route is *not* a Tier 1 Wire Center, or if *neither* is a Tier 1 Wire Center.
- 50.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 50.2.3. Where CenturyLink is not required to provide unbundled DS1 transport pursuant Sections 50.2.1 and 50.2.2, CLEC may not obtain new DS1 transport as unbundled Network Elements.
- 50.2.4. Any DS1 dedicated transport that CLEC previously leased from CenturyLink but which CenturyLink is not obligated to unbundle pursuant to Sections 50.2.1 and 50.2.2, shall be subject to the following:
- (a) Such DS1 dedicated transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to submit the necessary orders to convert and complete the transition of such DS1 transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, CenturyLink will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.
 - (b) Any DS1 dedicated transport service provided to CLEC by CenturyLink after 03/10/06 that CenturyLink was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after CenturyLink was no longer required to unbundle such transport.
- 50.2.5. If CenturyLink identifies routes in addition to those listed on Exhibit A that exceed the DS1 Dedicated Transport circuit threshold for a route, CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website.

CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from CenturyLink within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate that is equal to 115% of the rate CLEC paid on the date of the notice.

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

50.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

50.3.1. CenturyLink shall unbundle DS3 transport between any pair of CenturyLink Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 wire centers. As such, CenturyLink will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

50.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

50.3.3. Where CenturyLink is not required to provide unbundled DS3 transport pursuant to Sections 50.3.1 and 50.3.2, CLEC may not obtain new DS3 transport as unbundled Network Elements.

50.3.4. Any DS3 dedicated transport UNE that CLEC previously leased from CenturyLink as of 03/11/05 but which CenturyLink is not obligated to unbundle pursuant to Sections 50.3.1 and 50.3.2, shall be subject to the following:

- (a) Such DS3 dedicated transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to convert and complete the transition of such DS3 transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, CenturyLink will convert the DS3 Dedicated Transport to comparable Access Services. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.
- (b) Any DS3 dedicated transport service provided to CLEC by CenturyLink after 03/10/06 that CenturyLink was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after CenturyLink was no longer required to unbundle such transport.

50.3.5. If CenturyLink identifies routes in addition to those listed on Exhibit A that exceed the DS3 Dedicated Transport circuit threshold for a route, CenturyLink

will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from CenturyLink within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate that is equal to 115% of the rate CLEC paid on the date of the notice.

- (a) CLEC must submit the necessary orders to convert such DS3 Dedicated Transport to an alternative service arrangement within six months of the above notice date. By the end of the six (6) month period, CLEC must have transitioned the transport to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before the end of six (6) month period, CenturyLink will convert the DS3 Dedicated Transport to comparable Access Services at applicable rates. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.

50.4. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

50.5. Dedicated Dark Fiber Transport

50.5.1. General Rules and Definition

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by CenturyLink, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- (b) CenturyLink will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:
 - (i) CenturyLink shall unbundle dark fiber transport between any pair of CenturyLink Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. CenturyLink will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
 - (ii) Where CenturyLink is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.

- (iii) Any Dark Fiber transport that CLEC previously leased from CenturyLink, but which CenturyLink is no longer obligated to unbundle pursuant to Section 50.5 shall be subject to the following:
 - (A) Such Dark Fiber transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to submit the necessary orders to convert such Dark Fiber transport to an alternative arrangement within such thirty (30) Day period, CenturyLink will have the right to terminate and disconnect the Dark Fiber transport.
 - (B) Any Dark Fiber transport service provided by CenturyLink to CLEC after 09/05/06 that CenturyLink was not obligated to provide shall be billed at applicable rates for comparable access services, based on the capacity of the electronics deployed in connection with such Dark Fiber transit.
- (c) If CenturyLink identifies routes in addition to those listed on Exhibit A that exceed the threshold, CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from CenturyLink within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.
 - (i) CLEC must submit the necessary orders to convert such dark fiber dedicated transport to an alternative service arrangement within six months of the above notice date. By the end of the six (6) month period, CLEC must have transitioned the transport to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, CenturyLink will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities. CenturyLink will assess the conversion charge and a management fee for the work performed by CenturyLink on behalf of CLEC.

50.5.2. Fiber Availability

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

50.5.3. Access to Dark Fiber Transport

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

50.5.4. Dark Fiber Application and Ordering Procedure

- (a) CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- (b) Within twenty (20) Business Days of receipt of DFA, CenturyLink will provide CLEC with a response regarding fiber availability and price.
 - (i) If Dark Fiber is not available, CenturyLink will notify CLEC of the DFA rejection.
 - (ii) CLEC will follow the Dispute Resolution Process provided in this Agreement if CLEC wishes to contest the rejection.
- (c) If Dark Fiber is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) Business Days of receipt of quote. CenturyLink will reserve the requested Dark Fiber for the CLEC during these ten (10) Business Days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- (d) After ten (10) Business Days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- (e) The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).
- (f) By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

- (g) Due Date. CenturyLink will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. CenturyLink will allow CLEC to extend due date for firm order completion up to sixty (60) Business Days from the date CenturyLink receives firm order from CLEC. This extended due date must be specified on the firm order.
 - (i) Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
 - (A) CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse CenturyLink for all costs incurred to date; or
 - (B) a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating CenturyLink for monthly recurring and non-recurring charges in order to reserve fiber, once CenturyLink is able to provide Dark Fiber to CLEC.

50.5.5. Maintenance and Testing

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

50.5.6. Rules for Take Back

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

51. COMMINGLING

- 51.1. For the purpose of this Section, wholesale services includes both services CLEC procures for resale pursuant to §251(c)(4) and exchange access service purchased from CenturyLink's access Tariffs.

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

52. LINE SPLITTING

52.1. Line Splitting

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

53. UNE COMBINATIONS

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

53.2. General Terms and Conditions

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

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

53.4. Specific Combinations and Pricing

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

53.5. CenturyLink Offers the Following Combinations of Network Elements

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

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

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

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

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

53.5.3. EEL Eligibility Criteria

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

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

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

54. MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK

54.1. Modifications to Unbundled Loop

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

54.2. Modifications to Dedicated Transport

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

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

- (a) In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.
- 54.3. Loop Conditioning. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. CenturyLink will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 48 prior to submitting orders for loops intended for advanced services.
- 54.4. CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

PART F – INTERCONNECTION

55. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 55.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
 - 55.1.1. With respect to any new trunking arrangements that are established after the Effective Date of this Agreement, the Parties agree to use and shall make available to each other bi-directional trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic, subject to any engineering, billing or other constraints.
 - 55.1.2. With respect to any two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:
 - (a) The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").
 - (b) The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements. CLEC agrees that the trunks which shall be converted will include end office two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services which subtend a tandem and will also include tandem two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services.
 - (c) In addition to applicable tariff/contract rates, CLEC agrees to pay the conversion charges listed in Table 1 to compensate CenturyLink for the labor involved in the conversion.
 - 55.1.3. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.
 - 55.1.4. The Parties will make available to each other separate two-way trunks for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.
 - 55.1.5. Separate trunks must be utilized for connecting CLEC's switch to each 911/E911 tandem.
- 55.2. Direct Interconnection Requirements
 - 55.2.1. Point of Interconnection. CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on CenturyLink's network. In addition, CLEC shall establish additional POIs under the following circumstances:
 - (a) To the extent CenturyLink's network contains multiple tandems in the LATA, CLEC must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with CenturyLink.

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

offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

- (b) Interconnection to a CenturyLink Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- (c) Where a CenturyLink Tandem Switch also provides End-Office Switch functions, interconnection to a CenturyLink tandem serving that exchange will also provide CLEC access to CenturyLink's end offices.
- (d) The CLEC is responsible for provisioning its traffic to interface into CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.
- (e) Each Party is financially responsible for the transport of traffic on its side of the POI. If the CLEC chooses to lease the facility from the POI to the CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, the CLEC will lease the facility from CenturyLink's access tariff. The rates, terms and conditions associated with the tariff service CLEC orders will apply.

55.3.2. Interconnection at the CenturyLink End Office

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

56. INTERCARRIER COMPENSATION

56.1. Compensation for Local Traffic Transport and Termination

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

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

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

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

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

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

57. SIGNALING NETWORK INTERCONNECTION

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

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

58. TRUNK FORECASTING

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

patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

59. NETWORK MANAGEMENT

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

or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

60. INDIRECT TRAFFIC

60.1. Exchange Of Indirect Traffic

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

60.2. Compensation for Indirect Traffic

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

- (b) Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

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

61. USAGE MEASUREMENT

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

62. RESPONSIBILITIES OF THE PARTIES

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

- 62.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 62.3.7. Provide to each other test-line numbers and access to test lines.
- 62.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G – LOCAL NUMBER PORTABILITY

63. INTRODUCTION

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

64. TESTING

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

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

65. ENGINEERING AND MAINTENANCE

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

66. E911/911

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

67. BILLING FOR PORTED NUMBERS

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

PART H – LINE SHARING

68. LINE SHARING

68.1. General Terms

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

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

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

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

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

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

68.6. Deployment and Interference

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

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

PART I – NON-251 SERVICES

69. CALL-RELATED DATABASES

- 69.1. CenturyLink will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Line Information database (LIDB). CenturyLink reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are available in CenturyLink's Interstate Access Tariff.
- 69.1.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of CenturyLink's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
- 69.1.2. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by CenturyLink's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
- (a) CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the CenturyLink database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. CenturyLink shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.
 - (b) CenturyLink's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. CenturyLink shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other CenturyLink companies.
- 69.1.3. The Line Information Database (LIDB) provides functionality necessary for storage of Line Information Records supporting Alternate Billed Service restrictions, Class of Service restrictions, and calling card personal identification numbers (ABS).

70. TRANSIT TRAFFIC

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

- the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double tandem Transit Traffic routed by CLEC.
- 70.2. CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 70.3. Terms and Conditions
- 70.3.1. In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.
- 70.4. Payment Terms and Conditions
- 70.4.1. CLEC shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to CenturyLink by the CLEC.
- 70.4.2. CLEC may be required to pay CenturyLink the Transit Service rate for Transit Traffic routed by an ILEC to CenturyLink for delivery to CLEC.
- 70.5. Billing Records and Exchange of Data
- 70.5.1. Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
- 70.5.2. Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. To the extent CenturyLink incurs additional cost in providing this billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information.
- 70.5.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.
- 70.6. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter charge CLEC for such transit service at double the transit rate set forth in Table One, or discontinue

providing transit service to CLEC, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

PART J – GENERAL BUSINESS REQUIREMENTS

71. PROCEDURES

71.1. Contact with End Users

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

71.2. Expedite and Escalation Procedures

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

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

71.4. Service Offerings

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

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

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

72. ORDERING AND PROVISIONING

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

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

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

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

72.6. Service Order Process Requirements

72.6.1. Service Migrations and New Subscriber Additions

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

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

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

72.6.3. Due Date

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

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

72.6.5. Service Order Changes

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

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

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

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

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

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

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

- (b) to access CenturyLink subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
 - (c) to access CenturyLink information systems which will allow CLEC to provide service availability dates at Parity.
 - (d) transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.
- 72.13. Standards. CLEC and CenturyLink shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

73. PROVISION OF USAGE DATA

- 73.1. This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. CenturyLink shall record for CLEC the messages that CenturyLink records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. CenturyLink and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) Days after transmission to the other party.
- 73.2. General Procedures
- 73.2.1. CenturyLink shall comply with various industry and OBF standards referred to throughout this Agreement.
 - 73.2.2. CenturyLink shall comply with OBF standards when recording and transmitting Usage Data.
 - 73.2.3. CenturyLink shall record all usage originating from CLEC end users using resold services ordered by CLEC, where CenturyLink records those same services for CenturyLink end users. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - (a) Use of CLASS/LASS/Custom Features that CenturyLink records and bills for its end users on a per usage basis.
 - (b) Calls to Information Providers (IP) reached via CenturyLink facilities will be provided in accordance with Section 73.2.7
 - (c) Calls to Directory Assistance where CenturyLink provides such service to a CLEC end user.
 - (d) Calls completed via CenturyLink-provided Operator Services where CenturyLink provides such service to CLEC's local service end user and where CenturyLink records such usage for its end users using Industry Standard Telcordia EMI billing records.
 - (e) Access records related to long distance calling.

- (f) For CenturyLink-provided Centrex Service, station level detail.
- 73.2.4. Retention of Records. CenturyLink shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) day period, CenturyLink shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, CenturyLink may provide the data back-up at CLEC's expense.
- 73.2.5. CenturyLink shall provide to CLEC Recorded Usage Data for CLEC end users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 73.2.6. CenturyLink shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between CenturyLink and CLEC.
- 73.2.7. CenturyLink will record 976/N11 calls and transmit them to the IP for billing. CenturyLink will not bill these calls to either the CLEC or the CLEC's end user.
- 73.2.8. CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 73.2.9. CenturyLink shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.2.10. CenturyLink shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by CenturyLink and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. CenturyLink shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.
- 73.3. Charges
 - 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of CenturyLink and CenturyLink shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
 - 73.3.2. CenturyLink will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (*i.e.*, Billing Number).
 - 73.3.3. CenturyLink will deliver a monthly statement for Wholesale Services in the medium (*e.g.*: NDM, paper, or CD-ROM) requested by CLEC as follows:
 - (a) Invoices will be provided in a standard Carrier Access Billing format or other such format as CenturyLink may determine;
 - (b) Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay CenturyLink for providing such call detail;
 - (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

- (d) CenturyLink agrees to provide information on the end user's selection of special features where CenturyLink maintains such information (e.g., billing method, special language) when CLEC places the order for service;
 - (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
 - (f) CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. CenturyLink shall also bill CLEC for additional copies of the monthly invoice.
- 73.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.
- 73.4. Central Clearinghouse and Settlement
 - 73.4.1. CenturyLink and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
 - 73.4.2. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
- 73.5. Lost Data
 - 73.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.
 - 73.5.2. Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
 - 73.5.3. Complete Loss. When CenturyLink is unable to recover data as discussed in Section 73.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
 - 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), CenturyLink shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother's day or Christmas day, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 73.6. Testing, Changes and Controls
 - 73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.
 - 73.6.2. Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review. This review may be included as part of an Audit of CenturyLink by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between CenturyLink and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.
 - 73.6.3. CenturyLink Software Changes
 - (a) When CenturyLink plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated CenturyLink personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.
 - (b) CenturyLink shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.
 - (c) CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with CenturyLink and shall arrange to have the data tested utilizing the modified software if required.
 - (d) If it is necessary for CenturyLink to request changes in the schedule, content or format of usage data transmitted to CLEC, CenturyLink shall notify CLEC.
 - 73.6.4. CLEC Requested Changes:
 - (a) CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
 - (b) When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.
- 73.7. Information Exchange and Interfaces
 - 73.7.1. Product/Service Specific. CenturyLink shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of CenturyLink's offering and are provided for CenturyLink's subscribers on a per usage basis.

73.8. Rejected Recorded Usage Data

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

74. GENERAL NETWORK REQUIREMENTS

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

- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from CLEC end users requesting repair, CenturyLink shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. Once the Electronic Interface is established between CenturyLink and CLEC, CenturyLink agrees that CLEC may report troubles directly to a single CenturyLink repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 74.11. Upon establishment of an Electronic Interface, CenturyLink shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. CenturyLink shall perform all testing for resold Telecommunications Services.
- 74.13. CenturyLink shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, CenturyLink shall provide CLEC with the disposition of the trouble.
- 74.14. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

75. MISCELLANEOUS SERVICES AND FUNCTIONS

- 75.1. The services described in Section 74 shall only be available to the CLEC under this Agreement (i) when CenturyLink is providing the service to itself, (ii) in areas where CenturyLink is providing such service to CenturyLink's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that CenturyLink does not provide the services described in this Section 74 to itself, or the requested service is not available to CenturyLink's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with CenturyLink or another provider.
- 75.2. Basic 911 and E911 Service.
 - 75.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
 - 75.2.2. Basic 911 and E911 functions shall only be provided to CLEC for resale, and shall be at Parity with the support and services that CenturyLink provides to its subscribers for such similar functionality.
 - (a) Where it may be appropriate for CenturyLink to update the ALI database, CenturyLink shall update such database with CLEC data in an interval at Parity with that experienced by CenturyLink end users.
 - (b) CenturyLink shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
 - 75.2.3. In government jurisdictions where CenturyLink has obligations under existing agreements as the primary provider of the 911 System to the county (Host CenturyLink), CLEC shall participate in the provision of the 911 System in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with CenturyLink.

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

75.2.5. Basic 911 and E911 Database Requirements

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

75.3. Directory Listings Service

75.3.1. These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in Directory Listings databases; (ii) submit CLEC subscriber information for inclusion in published directories; and (iii) provide CLEC subscriber delivery address information to enable CenturyLink to fulfill directory distribution obligations.

75.3.2. When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and

order process by which CLEC can place an order with a single point of contact within CenturyLink.

75.3.3. CenturyLink will provide to CLEC the following Directory Listing Migration Options:

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

75.3.4. CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

- (a) "LISTED" means the listing information is available for all directory requirements;
- (b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
- (c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

75.3.5. Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC subscribers who:

- (a) Disconnect Service;
- (b) Change CLEC;
- (c) Install Service;
- (d) Change any service which affects DA information;
- (e) Specify Non-Solicitation; and
- (f) Change categories from Non-Published, Non-Listed, or Listed

- 75.3.6. The charge for storage and maintenance of CLEC subscriber information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such storage and maintenance services at the rate reflected on Table One.
- 75.3.7. CLEC acknowledges that certain directory functions including but not limited to directory distribution are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.
- 75.3.8. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must either submit a Directory Service Request (DSR) or contract directly with the publisher.
- 75.3.9. CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 75.3.10. Traditional White Pages Listings.
- (a) CenturyLink shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
 - (b) One basic White pages listing for each CLEC customer is included in the rates where CLEC is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of CenturyLink and other LEC customers.
 - (c) CLEC agrees to provide customer listing information for CLEC's subscribers, including without limitation directory distribution information, to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
 - (d) CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
 - (e) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.

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Case No(s). 90-5041-TP-TRF, 10-2468-TP-NAG

Summary: Agreement negotiated between United Telephone Company of Ohio dba CenturyLink and Embarq Communications Inc. (2 of 3) electronically filed by GARY BAKI on behalf of United Telephone Company of Ohio dba CenturyLink