

CenturyLink

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Gary Baki
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February 9, 2011

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

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

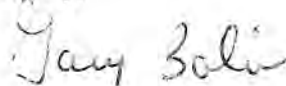
PUCO Case No: 11-0730-TP-NAG

Dear Ms. Jenkins:

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

Thank you for your assistance in this matter.

Sincerely,



Gary Baki

Enclosures

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of CenturyTel of Ohio Inc.)
d/b/a CenturyLink for a Negotiated Agreement with Verizon)
Wireless)
)

TRF Docket No. 90- _____

Case No. 11 - 0730 - **TP** - NAG

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

Name of Registrant(s) CenturyTel of Ohio Inc.

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 100 CenturyLink Drive, Monroe, LA 71201

Company Web Address www.centurylink.com

Regulatory Contact Person(s) Gary Baki

Phone 614-220-8629

Fax 614-224-3902

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

Contact Person for Annual Report Ken Buchan

Phone 318-362-1538

Address (if different from above) Same

Consumer Contact Information Donna Powell

Phone 866-883-7206

Address (if different from above) Same

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

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

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

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

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

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

VERIFICATION

I, Joseph R. Stewart verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Joseph R. Stewart, Senior Counsel (Date) 2-9-11

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

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

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

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

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

Case No. 11-0730-TP-NAG

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

CenturyTel of Ohio Inc., d/b/a CenturyLink applies to the Commission for review and approval of the attached Interconnection and Reciprocal Compensation Agreement ("Agreement") that is dated December 22, 2010 between CenturyTel of Ohio Inc., d/b/a CenturyLink ("CenturyLink") and the Verizon Wireless entities listed on the signature page ("Verizon Wireless") pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et seq.) ("the Act").

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

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

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

CenturyLink requests that the Commission approve the Agreement.

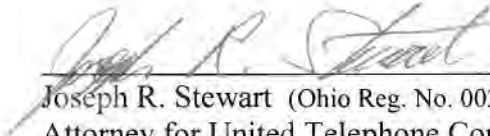
Respectfully submitted,



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

CERTIFICATE OF SERVICE

Copies of the foregoing Application for Approval of a Negotiated Agreement between CenturyTel of Ohio Inc., d/b/a CenturyLink and Verizon Wireless. served on the following person by email on this 9th day of February, 2011.



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

Beth Ann Drohan
Area Vice President - Network

**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT**

FOR THE STATE

OF

OHIO

By and Between

CenturyLink

And

Verizon Wireless

TABLE OF CONTENTS

1.	DEFINITIONS
2.	RESERVATION OF RIGHTS
3.	INTERCONNECTION
4.	TRANSIT TRAFFIC
5.	RATES AND CHARGES
6.	BILLING AND PAYMENT/DISPUTED AMOUNTS
7.	TRUNK PROVISIONING
8.	GENERAL NETWORK MANAGEMENT
9.	[Intentionally Left Blank]
10.	SERVICE ORDERS
11.	IMPAIRMENT OF SERVICE
12.	RESOLUTION
13.	TROUBLE REPORTING
14.	EFFECTIVE DATE, TERM AND TERMINATION
15.	[Intentionally Left Blank]
16.	ASSIGNMENT
17.	SECURITY DEPOSIT
18.	AUDITS
19.	CHANGES IN LAW
20.	[Intentionally Left Blank]
21.	CONTACTS BETWEEN THE PARTIES
22.	DISPUTE RESOLUTION
23.	ENTIRE AGREEMENT
24.	EXPENSES
25.	LIABILITY UPON TERMINATION
26.	AMMENDMENTS
27.	BINDING EFFECT
28.	FORCE MAJEURE
29.	INDEPENDAENT CONTRACTOR RELATIONSHIP
30.	LIABILITY AND INDEMNITY
31.	CONFIDENTIAL LINFORMATION
32.	NOTICES
33.	SEVERABILITY
34.	REGULATORY AGENCY CONTROL
35.	AUTHORIZATION AND AUTHORITY
	ATTACHMENT I – RATES AND FACTORS
	ATTACHMENT II – LOCAL NUMBER PORTABILITY

Interconnection and Reciprocal Compensation Agreement

This Interconnection and Reciprocal Compensation Agreement ("Agreement"), dated this 22nd day of December, 2010, is entered into by and between the CenturyLink entities listed on the signature page ("CenturyLink"), an Ohio ILEC, and the Verizon Wireless entities listed on the signature page ("Verizon Wireless"), an Ohio CMRS provider (CenturyLink and Verizon Wireless may be referred to individually as a "Party" or collectively as "the Parties").

WHEREAS, Verizon Wireless is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service (as defined in Section 1.6, "CMRS") and does provide such service to its end user customers; and

WHEREAS, CenturyLink is a certified provider of local exchange service; and

WHEREAS, Verizon Wireless terminates local telecommunications traffic that originates from CenturyLink's subscribers and CenturyLink terminates local telecommunications traffic that originates from Verizon Wireless subscribers; and

WHEREAS, Verizon Wireless provides a point of interconnection in the CenturyLink service areas, or interconnection with CenturyLink's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

- 1.1. **"Act"** means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.
- 1.2. An **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. **"Applicable Law."** The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

- 1.4. **“Business Day”** means any weekday other than Saturday, Sunday or holiday on which the U.S. Mail is not delivered.
- 1.5. **“Central Office Switch”** means a switching facility from which Telecommunications Services are provided, including but not limited to:
- (a) An **“End Office Switch”** or **“End Office”** is used, among other things to terminate telecommunications traffic to end users subscribers
 - (b) A **“Tandem Switch”** or **“Tandem Office”** is a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.
 - (c) **“Mobile Switch Center”** or **“MSC”** is a CMRS switching facility that provides Tandem and/or End Office switching capability.
 - (d) **“Remote End Office Switch”** or **“Remote End Office”** is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
 - (e) **“Host Office Switch”** or **“Host Office”** is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, transmission, and related functions including local switching.
- 1.6. **“CMRS”** means Commercial Mobile Radio Service as defined in the Act and C.F.R. § 20.3.
- 1.7. **“Commission”** refers to the state regulatory commission within a state.
- 1.8. **“Common Channel Signaling”** or **“CCS”** means a high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.9. **“Effective Date”** is the date referenced in the first paragraph of this Agreement, unless otherwise required by the Commission.
- 1.10. **“Interconnection”** is as defined in 47 C.F.R. § 51.5.

- 1.11. **“Interconnection Facilities”**- For CenturyLink, those facilities between CenturyLink Central Office Switch and the POI. For Verizon Wireless, those facilities between the Verizon Wireless MSC and the POI.
- 1.12. **“Local Exchange Carrier” or “LEC”** is as defined in the Act 47 U.S.C § 153(26).
- 1.13. **“Local Exchange Routing Guide” or “LERG”** means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.14. **“Local Traffic”** is telecommunications traffic which originates on one Party’s network and terminates on the other Party’s network within the same Major Trading Area (“MTA”), as defined in 47 C.F.R. § 24.202(a), which includes but is not limited to the CenturyLink mandatory Local Calling Area, as defined in CenturyLink’s local exchange tariffs. For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. Local Traffic excludes Information Service Providers (“ISP”) traffic (e.g., Internet, 900-976, etc.), inter-MTA traffic, and paging traffic.
- 1.15. **“POI” or “Point of Interconnection”** means the point of demarcation where the exchange of traffic and division of operational responsibility between the Parties takes place.
- 1.16. **“PSTN”** means the Public Switched Telephone Network
- 1.17. **“Reciprocal Compensation”** means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier’s network of Local Traffic that originates on the network facilities of the other carrier.
- 1.18. **“Telecommunications Services”** shall have the meaning set forth in 47 USC §153(46).
- 1.19. **“Transit Traffic”** means Local Traffic that is originated on Verizon Wireless’ network and routed through CenturyLink’s network and terminated on a third-party telecommunications carrier’s network, or that is originated on a third-party telecommunications carrier’s network and routed through CenturyLink’s network and terminated on Verizon Wireless’ network.
- 1.20. **“Type 2A Interconnection”** means a trunk interconnection between a CenturyLink Tandem and a Verizon Wireless MSC.
- 1.21. **“Type 2B Interconnection”** means a trunk interconnection between a CenturyLink End Office and a Verizon Wireless MSC.

2. RESERVATION OF RIGHTS

- 2.1. Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.
- 2.2. CenturyLink asserts that it is a “rural telephone company” as that term is defined in the Act, 47 U.S.C. 153. CenturyLink further asserts that. Pursuant to Section 251(f)(1) of the Act, CenturyLink is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyLink has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with Verizon Wireless. CenturyLink’s execution of this Agreement does not in any way constitute a waiver of limitation of CenturyLink’s rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, CenturyLink expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by Verizon Wireless or any other carrier.

3. INTERCONNECTION

- 3.1. General Interconnection Requirements.
 - 3.1.1. The Parties will maintain the existing POIs already established as of Effective Date of this Agreement.
 - 3.1.2. Multiple POI(s) may be necessary to satisfy interconnection requirements.
 - 3.1.3. Verizon Wireless and CenturyLink shall, where applicable, make reciprocally available the required trunk groups to handle different traffic types. Verizon Wireless and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic.
 - 3.1.4. Each Party agrees to route traffic only over the proper jurisdictional trunk group.
 - 3.1.5. The Parties will interconnect their networks via Direct Interconnection or via Indirect Interconnection, as described in sections 3.2 and 3.3. Where a CenturyLink tandem exists, Verizon Wireless must establish a POI at the tandem, as described in Section 3.2.3.

3.2. Direct Interconnection

- 3.2.1 The Parties will interconnect their network facilities at mutually agreed upon Points of Interconnection (“POI”) on CenturyLink’s network in each LATA where Verizon Wireless has an NPA/NXX rated to a rate center within the LATA.
- 3.2.2 End Office Interconnection (Type 2B Interconnection)
 - 3.2.2.1. For End Office Interconnection, the Parties will establish POIs at the CenturyLink End Office.
 - 3.2.2.1.1. If CenturyLink facilities are used to connect the Verizon Wireless network to the POI, each Party is responsible for 50% of the recurring and non-recurring costs of such facilities.
 - 3.2.2.1.2. If CenturyLink facilities are not used to connect the Verizon Wireless network to the POI, Verizon Wireless is responsible for 100% of the costs of such facilities.
 - 3.2.2.2 All traffic received by CenturyLink on a Type 2B trunk group from Verizon Wireless must terminate in the End Office (i.e. no tandem switching will be performed in the End Office). All traffic received by Verizon Wireless on a Type 2B trunk group from CenturyLink must be to an LRN or NPA NXX assigned to the MSC (i.e., no tandem switching will be performed in the MSC).
 - 3.2.2.3 For End Office Interconnection to a Remote End Office, the POI will be the Host Office unless otherwise made available by CenturyLink. All traffic received by the CenturyLink Host Office must terminate to the Host Office or one of its subtending Remote End Offices.
- 3.2.3. Tandem Interconnection (Type 2A Interconnection)
 - 3.2.3.1. For Tandem Interconnection, the Parties will establish POIs at the CenturyLink Tandem Office.
 - 3.2.3.2. Each Party is responsible for all facility costs on its side of the POI.
 - 3.2.3.3. Verizon Wireless shall only deliver traffic over the Type 2A trunk groups to those publicly-dialable NPA NXX codes served by End Offices or MSCs that directly subtend the Tandem Office.

- 3.2.3.4 CenturyLink shall only deliver traffic over the Type 2A trunk groups to those Verizon Wireless LRNs or NPA NXX codes assigned to the Verizon Wireless MSC connected to the CenturyLink Tandem Office.

3.3. Indirect Interconnection

- 3.3.1. Indirect Interconnection is the utilization of a third-party carrier's tandem switch for the purpose of exchanging traffic between the Parties. For Indirect Interconnection, the POI is where the network of the third-party carrier's tandem switch is directly interconnected with the terminating Party's network.
- 3.3.2. Verizon Wireless is responsible for all facility costs to deliver calls originating on its network for termination on CenturyLink's network up to the third-party carrier's tandem switch, as well as any transit charges assessed by the third-party carrier for transiting the call to CenturyLink.
- 3.3.3. CenturyLink is responsible for all facility costs to deliver calls originating on its network for termination to Verizon Wireless's network up to the third-party carrier's tandem switch, as well as any transit charges assessed by the third-party carrier for transiting the call to Verizon Wireless.

- 3.4 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks, for connecting Verizon Wireless to the ILEC SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all interchanged traffic irrespective of interconnection methodology. In-band signaling may only be used if CSS/SS7 is not available.

- 3.5 The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

- 3.6 CenturyLink agrees that Verizon Wireless NPA-NXXs that have a rate center located in CenturyLink's exchange or mandatory EAS calling area is Local Traffic. Calls to such NPA-NXXs will be rated pursuant to CenturyLink tariffs and treated no less favorably than calls by CenturyLink customers to other NPA-NXX with the same rate center.

4. TRANSIT TRAFFIC

- 4.1. CenturyLink will accept Transit Traffic originated by Verizon Wireless' customers for termination to a third-party telecommunications carrier that is connected to CenturyLink's Tandem Switch. CenturyLink will also transit traffic to Verizon Wireless for termination when the call originates from a third-party telecommunications carrier that is connected to CenturyLink's Tandem Switch.
- 4.2. To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
- 4.3. The originating carrier is responsible for payment of appropriate charges to the carrier providing the transiting service and to the terminating carrier. Each Party acknowledges that it is the responsibility of the Party originating Transit Traffic to enter into traffic exchange agreements with third-party telecommunications carriers as required by the Act. In the event one Party originates traffic ("Originating Party") that transits the second Party's network ("Transiting Party") to reach a third-party telecommunications carrier with which the Originating Party does not have a traffic exchange agreement, then the Originating Party will indemnify, defend and hold harmless the Transiting Party against any actions or complaints, including any attorneys' fees and expenses, imposed by such third-party telecommunications carrier against the Transiting Party concerning the non-payment of charges levied by such third-party telecommunications carrier for such traffic. In the case of IntraLATA Toll Traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.
- 4.4. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

5. RATES AND CHARGES.

- 5.1. The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement.
 - 5.1.1. **Facilities.** The rates for facilities provided by CenturyLink are specified in CenturyLink's applicable tariff and shall be billed in accordance with the terms in Section 3.1.
 - 5.1.2 **Network Usage for Local Traffic.** The Parties will bill each other reciprocal compensation for the transport and termination of Local Traffic at the rates set forth in Attachment 1 and by applying the Mobile-to-Land Traffic Ratio in Attachment 1 to the total minutes of Local Traffic. A 70:30 Mobile-to-Land Traffic Ratio indicates that 70% of the total Local Traffic is Verizon Wireless traffic terminating to CenturyLink.

5.1.2.1 Application of the traffic factor for calculating Mobile-to-Land Local Traffic minutes of use is as follows: If Attachment 1 indicates a Mobile-to-Land Ratio of 70:30, the Mobile-to-Land factor is 42.8% (30% / 70%). Verizon Wireless will multiply the Local Traffic minutes of use billed by CenturyLink by the Mobile-to-Land factor to arrive at the Local Traffic minutes to be billed by Verizon Wireless. Parties will bill the appropriate rate(s) for 2A, 2B and/or indirect traffic as specified on Attachment 1.

5.1.3 **Network Usage for Non-Local Traffic.** The Parties contemplate that they may exchange non-local traffic over the Interconnection Facilities provided for under this Agreement. Based upon the unique network arrangements of each Party, as well as the MTA boundaries and state borders within the specific coverage areas served by each Party, the Parties have agreed to InterMTA factors to determine the volume of non-local traffic. Verizon Wireless agrees to pay CenturyLink for InterMTA traffic by applying the InterMTA factor contained in Attachment 1 to the total traffic delivered by Verizon Wireless to CenturyLink over the local trunk groups. Fifty (50) percent of such InterMTA traffic will be billed at CenturyLink's Interstate Switched Access tariff rate and fifty (50) percent will be billed at CenturyLink's Intrastate Switched Access tariff rate.

5.1.4 **Transit Traffic.** For Verizon Wireless' traffic that transits a CenturyLink Network Tandem Switch for termination to a third-party telecommunications carrier's network, Verizon Wireless will compensate CenturyLink for the transiting service at the transit rate contained in Attachment 1.

5.2 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based on conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

6. BILLING & PAYMENTS/DISPUTED AMOUNTS

6.1. The Parties will bill each other on a monthly basis. Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Verizon Wireless and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

6.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period

of time. Each party shall provide the other Party the billing name, billing address, and carrier identification code. ("CIC") of the IXCs that may utilize any portion of either Party's network in an ALLTEL/CenturyLink Meet-Point billing ("MPB") arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

- 6.3 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 6.4 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within forty-five (45) calendar days of the Bill Date ("Bill Due Date"). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.
- 6.5 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Due Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.
- 6.6 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the Bill Due Date. Failure to file a dispute by the Bill Due Date does not preclude a Party from disputing at a later date and seeking a refund provided that the dispute is filed within one (1) year of the Bill Due Date for such disputed charges. The billed Party may not withhold payment of amounts past the Bill Due Date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both Verizon Wireless and CenturyLink agree to expedite the investigation of any

Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.

- 6.6.1 If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.

6.7 Effect of Non-Payment.

- 6.7.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least seven (7) calendar days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.
- 6.7.2 Notwithstanding the above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option and upon the written notification to the appropriate State Commission, disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) calendar days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this

Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

- 6.7.3 Notwithstanding the above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

7. TRUNK PROVISIONING

7.1. Capacity Planning and Forecasting. Within ninety (90) calendar days from the Effective Date, the Parties agree to develop joint planning and forecasting responsibilities, which are applicable to the service and facilities. Such planning and forecasting shall be subject to any obligations of confidentiality between the Parties and shall be used solely for planning and forecasting between them. The failure of Verizon Wireless to perform its obligations as specified in this Section 7.1 may affect CenturyLink's ability to meet Verizon Wireless' need for service and facilities. Such responsibilities shall include, but not be limited to, the following:

- 7.1.1. Verizon Wireless and CenturyLink will periodically review network and technology plans and will notify each other no later than ninety (90) days in advance of changes that would impact the other Party's provision of services.
- 7.1.2. Verizon Wireless will furnish to CenturyLink information that provides for statewide annual forecasts listed by wire center of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 7.1.3. Verizon Wireless will develop forecasting for traffic utilization over trunk groups and forecasted trunk quantities as set forth in the Agreement.

- 7.1.4. Verizon Wireless shall notify CenturyLink promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. The Parties' compliance with the requirements of this Section shall not constitute a waiver of any rights or obligations either Party may have under Applicable Law relative to the offering and provisioning of services and facilities.
- 7.1.5. Trunk Forecasting.
 - 7.1.5.1. Joint Forecasting. The Parties will coordinate joint forecasting of trunk groups in accordance with Section 7.1. Intercompany forecast information will be provided by the Parties to each other on a mutually agreeable schedule and in a mutually agreeable format as appropriate for the Type 2 Interconnection arrangements provided pursuant to this Agreement twice a year. The semi-annual forecasts will include:
 - 7.1.5.1.1. yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and
 - 7.1.5.1.2. the use of (i) CLCI, MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number ("TGSN") as described in BR-751-100-195.
 - 7.1.6. Major Network Projects. Description of major network projects that affect the other Party will be provided with the annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Each Party shall make its best efforts to notify the other Party of any network redesigns/reconfigurations that will affect the other Party's facilities sufficiently in advance to enable the affected Party to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their End Users.
- 7.2. Network Redesigns Initiated by CenturyLink. CenturyLink will not charge Verizon Wireless when CenturyLink initiates its own network redesigns/reconfigurations,
- 7.3. Trunk Design Blocking Criteria
 - 7.3.1. In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking

objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B, P.01 factor.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

7.4. Trunk Servicing

7.4.1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Verizon Wireless will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used, CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to Verizon Wireless. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

7.4.2. Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

7.5. Verizon Wireless will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

8. GENERAL NETWORK MANAGEMENT.

8.1. Each Party shall construct, equip, maintain, and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

8.2. When ordered by Verizon Wireless and decided by mutual agreement CenturyLink shall provide interconnection circuits of a quality comparable to that provided to any other interconnected Carrier between CenturyLink's switching center and the POI located in CenturyLink's local exchange serving area. The Parties will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

Each Party will be financially and technically responsible for establishing its circuit capability at a designated POI.

8.3. CenturyLink agrees that Verizon Wireless may connect to one or several CenturyLink end offices or tandems. When ordering these circuits, Verizon Wireless shall specify the originating and terminating points for each circuit, the bandwidth required, the transmission parameters and such other information as CenturyLink may reasonably require in order to provide the circuits. CenturyLink and Verizon Wireless will jointly determine the design and routing of these circuits, taking into account standard CenturyLink and Verizon Wireless traffic engineering methods, the availability of facilities and equipment and CenturyLink's traffic routing plans.

8.4. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines and the Parties shall recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

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10. SERVICE ORDERS.

Verizon Wireless shall order Interconnection Facilities on a per circuit basis and shall specify at the time the circuit is ordered the date on which Verizon Wireless desires that the service be provided. CenturyLink will process such orders in accordance with its normal procedures for the installation of the comparable circuits and will advise Verizon Wireless whether or not it can meet the service date requested by Verizon Wireless and, if not, the date by which service will be provided. If Verizon Wireless wishes that the service be provided at an earlier date, CenturyLink will make reasonable efforts to meet Verizon Wireless' request on the condition that Verizon Wireless agrees to reimburse CenturyLink for all additional costs and expenses, including but limited to overtime charges, associated with providing service at the earlier date.

11. IMPAIRMENT OF SERVICE.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the circuits, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting carriers involved in its service, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service")

12. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

13. TROUBLE REPORTING.

In order to facilitate trouble reporting and to coordinate the repair of interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone and facsimile numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements to inquire as to the status of trouble tickets numbers in progress, and to escalate trouble resolution.

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

14. EFFECTIVE DATE, TERM AND TERMINATION.

14.1 Effective Date. This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement ("Effective Date"). However, if either Party has any outstanding past due obligations to the other Party or any of the other Party's affiliates, this Agreement will not be effective until such time as any past due obligations with the other Party are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before a customer account with CenturyLink is established and any implementation, planning, and forecasting requirements as described in this Agreement have been completed.

14.2 Term. This Agreement shall continue in effect for two years after the Effective Date (the "Initial Term"), unless terminated earlier as may be otherwise allowed under the Agreement. If neither Party elects to terminate this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until terminated as provided in this Agreement.

- 14.3 Notice of Termination. Either Verizon Wireless or CenturyLink may terminate this Agreement effective upon the expiration of the Initial Term or any Follow-on Term by providing written notice of termination (“Notice of Termination”) at least one hundred sixty (160) calendar days in advance of the applicable date of termination. The Party receiving the Notice of Termination shall have 30 days to provide the Party providing the Notice of Termination written confirmation, indicating whether the Party receiving the Notice of Termination wishes to pursue a successor agreement or terminate the Agreement. If a Party wishes to pursue a successor agreement with the other Party, such Party shall include with its written confirmation or Notice of Termination, as applicable, a written request (“BFR”) to commence negotiations with the other Party under Section 251/252 of the Act.
- 14.4 Effect on Termination of Negotiating Successor Agreement. If either Verizon Wireless or CenturyLink provides Notice of Termination and either Verizon Wireless or CenturyLink has requested negotiation of a new interconnection agreement pursuant to Section 14.3, during the period of negotiation of the successor agreement the rates, terms and conditions of this Agreement shall continue in full effect and each Party shall continue to perform its obligations and provide the services described herein until the earliest occur of (i) execution of a successor agreement, (ii) expiration of the negotiation period (as determined by the date of the BFR or other written, mutual agreement), or (iii) if a Party has filed for arbitration under §252 of the Act, the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration. The foregoing shall not apply to the extent that this Agreement is otherwise terminated in accordance with Section 14.6 (Termination Upon Default).
- 14.5 Termination and Post-Termination Continuation of Services. If either Verizon Wireless or CenturyLink provides Notice of Termination pursuant to Section 14.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither Verizon Wireless nor CenturyLink has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by the Parties under this Agreement at the time of termination will be terminated. Verizon Wireless may request that such services or functions continue to be provided (i) pursuant to terms and conditions made available to other Telecommunications Service providers, if any; or (ii) terms and conditions available under Section 252(i) of the Act, if elected by Verizon Wireless. If Verizon Wireless elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by Verizon Wireless under Section 252(i).
- 14.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the

defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyLink's notice to Verizon Wireless of its Default, CenturyLink shall not be required to process new service orders until the Default is timely cured.

"Default" is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) The revocation by the Commission of a Party's Certificate of Operating Authority, or
- (c) A Party's violation of any material term or condition of the Agreement; or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 6) within forty-five (45) calendar days after the bill date.

14.7 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

14.8 Predecessor Agreements.

14.8.1 Except as stated in Section 14.8.2 or as otherwise agreed in writing by the Parties:

14.8.1.1 any prior interconnection agreement between the Parties for the State of Ohio pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

14.8.1.2 any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State of Ohio pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of this Agreement.

14.8.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of

this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

- 14.8.3 If either Party elects to cancel the commitment, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

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16. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third Party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to an Affiliate by providing not less than thirty (30) days prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer to a third party that does not receive prior consent or notice as required herein is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17. SECURITY DEPOSIT

- 17.1. CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Verizon Wireless will be considered in material breach of the Agreement.
- 17.2. Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.
- 17.3. If a security deposit is required on a new account, Verizon Wireless will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.
- 17.4. Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.

- 17.5 The fact that a security deposit has been made in no way relieves Verizon Wireless from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.
- 17.6 CenturyLink may require an increase in the security deposit when (i) the amount of the deposit currently held by CenturyLink is less than two (2) months' estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 17.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to Verizon Wireless pursuant to this Agreement or in connection with any other services provided to Verizon Wireless by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to Verizon Wireless's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 17.7.1. when Verizon Wireless's undisputed balances due to CenturyLink are more than thirty (30) Days past due; or
 - 17.7.2. when Verizon Wireless files for protection under the bankruptcy laws; or
 - 17.7.3. when an involuntary petition in bankruptcy is filed against Verizon Wireless and is not dismissed within sixty (60) Days;
 - 17.7.4. when this Agreement expires or terminates;
 - 17.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or
 - 17.7.6. Verizon Wireless fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.
- 17.8. If any security deposit held by CenturyLink is applied as a credit toward payment of Verizon Wireless's balances due to CenturyLink, then CenturyLink may require Verizon Wireless to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and Verizon Wireless will be considered in breach of the Agreement.

- 17.9. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.
- 17.10. Any letter of credit issued to CenturyLink hereunder must meet the following requirements:
- 17.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If Verizon Wireless proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then Verizon Wireless must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.
- 17.10.2. The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.
- 17.10.3. If Verizon Wireless receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Verizon Wireless shall promptly notify CenturyLink of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, Verizon Wireless shall provide CenturyLink a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to CenturyLink). If Verizon Wireless provides a replacement letter of credit not later than 10 Business Days prior to the expiration of the expiring letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to Verizon Wireless.
- 17.10.4. If Verizon Wireless desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

18. AUDITS

- 18.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each

contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

- 18.1.1. Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.
- 18.1.2. Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.
- 18.1.3. Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 22 regarding dispute resolution.
- 18.2 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit.

19. CHANGES IN LAW

- 19.1. Except as provided in the terms and conditions, this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.
- 19.2. To the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties.

20. INTENTIONALLY LEFT BLANK

21. CONTACTS BETWEEN THE PARTIES

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

22. DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 6 of this Article apply to the resolution of any billing disputes.

22.1 Alternative to Litigation

- 22.1.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute

resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

22.1.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the dispute notice invoke the informal dispute resolution process described in Section 22.2. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the dispute notice.

22.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the proceedings described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the dispute notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other party.

Notwithstanding any provision herein to the contrary, if the dispute arises from a service affecting issue either Party may immediately seek formal dispute resolution under 22.3.

22.3 Formal Dispute Resolution.

22.3.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, shall be submitted to the Commission for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the Commission under applicable law.

22.3.2 If the Commission does not have or declines to accept jurisdiction over any dispute arising under this Agreement, or if the Parties mutually agree, the dispute shall be submitted to binding arbitration by a single arbitrator

pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Ohio, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

22.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

22.5 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyLink reserves the right not to accept new Verizon Wireless service orders if undisputed charges are not brought current, but only until such undisputed charges are brought current.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

24. EXPENSES

24.1 If Verizon Wireless makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to Verizon Wireless in a timely manner and Verizon Wireless must agree to accept the quoted charges prior to CenturyLink's initiation of work. Likewise, if CenturyLink makes a request that involves expenditures, costs or arrangements not otherwise covered under this agreement, Verizon Wireless will provide a

quote to CenturyLink in a timely manner and CenturyLink must agree to accept the quoted charges prior to Verizon Wireless implementing such request.

- 24.2 Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

25. LIABILITY UPON TERMINATION.

Termination of this Agreement, or any part hereof, for cause, shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect due to any act or omission occurring prior to the termination of an obligation which is expressly stated in this Agreement to survive termination.

26. AMENDMENTS.

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

27. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

28. FORCE MAJEURE.

In the event performance of this Agreement, or any obligations hereunder, is directly or indirectly prevented, restricted or interfered with by reason of fire, flood, earthquake, or like acts of God, wars, revolutions, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from the vendor, changes requested by the other Party, or any other circumstance beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction, or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

29. INDEPENDENT CONTRACTOR RELATIONSHIP.

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and

control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible of the payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, liability, and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

30. LIABILITY AND INDEMNITY

- 30.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates and any third-Party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasions of privacy, personal injury to or death of any person or persons, for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.
- 30.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, cost and attorney's fees, suffered, made, instituted, or asserted by the indemnifying Party's end users against the Indemnified Party arising from provision of the services or facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including but not limited to cost and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party or the Indemnifying Party's end users, or any other act or omission of the Indemnifying Party or the Indemnifying Party's end users.
- 30.3 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRENTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OF FITNESS

FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

- 30.4 Limitations of Liability. Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total each Party's monthly charge to the other Party. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or provision of services hereunder.

31. CONFIDENTIAL INFORMATION

- 31.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.
- 31.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- 31.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
- 31.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of

this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

32. NOTICES

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has been designated by giving notice in compliance with this section.

If to Verizon Wireless:	If to CenturyLink:
Legal Department – Interconnection VERIZON WIRELESS 1300 I Street NW Suite 400 West Washington, D.C. 20005 Tel: 202-589-3756	Director – Contract Management CenturyLink 5454 W. 110 th St. KSOPKJ0201-207 Overland Park, KS 66211
With a Copy To:	
Network Interconnection VERIZON WIRELESS 1120 Sanctuary Parkway Alpharetta, GA 30004 Tel: 770-797-1224	Senior Attorney CenturyLink - External Affairs 50 W. Broad St. Suite 3600 MS: OHCOLK01-120 Columbus, OH 43215

33. SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity

materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

34. REGULATORY AGENCY CONTROL.

34.1. This Agreement shall at all times be subject to changes, modifications, orders, and ruling by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. CenturyLink and Verizon Wireless further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Notwithstanding anything herein to the contrary, if, as a result of any effective decision, order or determination of any judicial, legislative, or regulatory authority with jurisdiction over the subject matter thereof, it is determined that any Party is not required to furnish any service, facility or arrangement or benefit required to be furnished or provided to the other Party hereunder, then that Party may discontinue or alter the provision of any such service, facility, arrangement, or benefit to the extent permitted by any such decision, order, or determination by providing 30 days prior written notice to the other Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in applicable tariff or applicable law) for termination of such service, in which event such specified period and/or conditions shall apply.

34.2. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms, and/or conditions in the Agreement are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the regulatory agency, legislative body, or court upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at a written agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

35. AUTHORIZATION AND AUTHORITY

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and Verizon Wireless has not relied on CenturyLink's

counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement, in entering into this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representatives.

"CenturyLink"

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

By: 

Name: Michael R. Hunsucker

Title: Director – Contract Management

Date: 12-22-10

"Verizon Wireless"

Alltel Communications of Ohio No. 3, Inc. d/b/a Verizon Wireless

Alltel Communications, LLC d/b/a Verizon Wireless

Alltel Ohio Limited Partnership d/b/a Verizon Wireless

By Alltel Communications of Petersburg, Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless

DC Other Newco, LLC

By RCC Atlantic Licenses, LLC, Its Sole Member

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

Minford Cellular Telephone Company

New Par d/b/a Verizon Wireless

By Verizon Wireless (VAW) LLC, Its General Partner

Springfield Cellular Telephone Company d/b/a Verizon Wireless

By New Par, Its General Partner

By Verizon Wireless (VAW) LLC, Its General Partner

By: 

Name: Beth Ann Drohan

Title: Area Vice President - Network

Date: 12/17/10

ATTACHMENT 1 RATES AND FACTORS

Rates are determined according to the traffic volume exchanged between Verizon Wireless and the specific CenturyLink ILEC as follows:

Small category: Less than 1 million minutes of use per month
 Medium category: Between 1 million and 3 million minutes of use per month.
 Large category: Over 3 million minutes of use per month.

“Mobile-Land Traffic Ratio” indicates: Percentage of Local Traffic terminating to CenturyLink /
 Percentage of Local Traffic terminating to Verizon Wireless

Small Category Companies

State	CenturyLink ILEC Company Name	OCN	End Office (2B) Rate	2A / Indirect Rate	Mobile-Land Traffic Ratio	InterMTA Factor	Transit Rate
Arkansas	CenturyLink of Arkansas	1705	0.012	0.012	70/30	7.0%	0.00475
Arkansas	CenturyLink of Mountain Home	1711	0.012	0.012	70/30	7.0%	0.00475
Arkansas	CenturyLink of Redfield	1720	0.012	0.012	70/30	7.0%	0.00475
Arkansas	CenturyLink of S. Arkansas	1727	0.012	0.012	70/30	7.0%	0.00475
Colorado	CenturyLink of Colorado, Inc	2208	0.012	0.012	70/30	3.0%	0.00475
Idaho	CenturyLink of Idaho	2225	0.012	0.012	70/30	1.0%	0.00475
Idaho	CenturyLink of the Gem State, Inc.	4437	0.012	0.012	70/30	1.0%	0.00475
Indiana	CenturyLink of Central IN, INC	0747	0.012	0.012	70/30	2.0%	0.00475
Indiana	CenturyLink of Odon, Inc.	0801	0.012	0.012	70/30	2.0%	0.00475
Iowa	CenturyLink of Chester	1126	0.012	0.012	70/30	25.0%	0.00475
	CenturyLink of Postville, Inc.	1274	0.012	0.012	70/30	25.0%	0.00475
Louisiana	CenturyLink of Central LA, LLC.	0423	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Chatham	0427	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of East LA, LLC	0440	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Evangeline, LLC.	0434	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of North LA, LLC	0436	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Northwest LA, Inc.	0431	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Ringgold, LLC	0439	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Southeast LA, Inc.	0424	0.012	0.012	70/30	7.0%	0.00475
Louisiana	CenturyLink of Southwest LA, LLC.	0442	0.012	0.012	70/30	7.0%	0.00475

Michigan	CenturyLink N. Michigan	0705	0.012	0.012	70/30	1.0%	0.00475
	CenturyLink Upper Michigan	0689	0.012	0.012	70/30	1.0%	0.00475
Mississippi	CenturyLink of North MS	0458	0.012	0.012	70/30	3.0%	0.00475
Oregon	CenturyLink of E Oregon	2361	0.012	0.012	70/30	5.0%	0.00475
Oregon	CenturyLink of Oregon	2395	0.012	0.012	70/30	5.0%	0.00475
Tennessee	CenturyLink of Adamsville	0552	0.012	0.012	70/30	5.0%	0.00475
Tennessee	CenturyLink of Claiborne	0557	0.012	0.012	70/30	5.0%	0.00475
Tennessee	CenturyLink of Ooltewah-Collegedale	0574	0.012	0.012	70/30	5.0%	0.00475
Texas	CenturyLink of Port Aransas	2117	0.012	0.012	70/30	15.0%	0.00475
Texas	CenturyLink of Lake Dallas		0.012	0.012	70/30	15.0%	0.00475
Texas	CenturyLink of San Marcos	2140	0.012	0.012	70/30	15.0%	0.00475
Washington	CenturyLink of Cowiche	2410	0.012	0.012	70/30	8.0%	0.00475
Washington	CenturyLink of Inter Island	2422	0.012	0.012	70/30	8.0%	0.00475
Wisconsin	CenturyLink of F-B-A, Inc.	0877	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Forestville	0884	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Larsen Readfield	0898	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Monroe County	0913	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Northern WI	0956	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Northwest WI	0950	0.012	0.012	70/30	7.0%	0.00475
Wisconsin	CenturyLink of Southern WI	0931	0.012	0.012	70/30	7.0%	0.00475
Wyoming	CenturyLink of Wyoming	2299	0.012	0.012	70/30	3.0%	0.00475

Medium Category Companies

State	CenturyLink ILEC Company Name	OCN	End Office (2B) Rate	2A / Indirect Rate	Mobile-Land Traffic Ratio	InterMTA Factor	Transit Rate
Alabama	CenturyLink of GulfTel Comm.	0298	0.0075	0.0095	67.5/32.5	8.0%	0.00425
Georgia	CenturyLink of Coastal Comm.	0356	0.0075	0.0095	67.5/32.5	8.0%	0.00425
Illinois	CenturyLink of Gallatin River	1057	0.0075	0.0095	67.5/32.5	4.0%	0.00425
Michigan	CenturyLink Midwest- Michigan	0671	0.0075	0.0095	67.5/32.5	1.0%	0.00425
	CenturyLink of Michigan	0702	0.0075	0.0095	67.5/32.5	1.0%	0.00425
Minnesota	CenturyLink of Minnesota	1445	0.0075	0.0095	67.5/32.5	2.0%	0.00425
Missouri	Spectra Comm. Group	1151	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Central WI	1159	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest- Kendall	0924	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Wisconsin	0895	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	Telephone USA	1155	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI (0922)	0922	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI	0934	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI	0959	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI (0842)	0841	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI (0858)	0857	0.0075	0.0095	67.5/32.5	7.0%	0.00425
Wisconsin	CenturyLink of Midwest WI (0971)	0970	0.0075	0.0095	67.5/32.5	7.0%	0.00425
North Carolina	CenturyLink of MebTel Comm.	0485	0.0075	0.0095	67.5/32.5	2.0%	0.00425

Large Category Companies

	CenturyLink ILEC		End Office (2B)	2A / Indirect	Mobile-Land Traffic	InterMTA	Transit
State	Company Name	OCN	Rate	Rate	Ratio	Factor	Rate
Alabama	CenturyLink of S. Alabama	9788	0.0065	0.0085	65/35	8.0%	0.00375
Alabama	CenturyLink of Northern Alabama	9789	0.0065	0.0085	65/35	8.0%	0.00375
	Total CenturyLink of Alabama, LLC						
Arkansas	CenturyLink of Central Arkansas	1144	0.0065	0.0085	65/35	7.0%	0.00400
Arkansas	CenturyLink of NW Ark (1142)	1142	0.0065	0.0085	65/35	7.0%	0.00400
Arkansas	CenturyLink of NW Ark (1143)	1143	0.0065	0.0085	65/35	7.0%	0.00400
	Total CenturyLink of NW Arkansas, LLC						
Colorado	CenturyLink of Eagle	2185	0.0065	0.0085	65/35	3.0%	0.00400
Missouri	CenturyLink of Belle-Hermann	9785	0.0065	0.0085	65/35	7.0%	0.00375
Missouri	CenturyLink of Central Missouri	9784	0.0065	0.0085	65/35	7.0%	0.00375
Missouri	CenturyLink of Southern Missouri	9786	0.0065	0.0085	65/35	7.0%	0.00375
Missouri	CenturyLink of SW Missouri	9787	0.0065	0.0085	65/35	7.0%	0.00375
	Total CenturyLink of Missouri, LLC						
Montana	CenturyLink of Montana	2249	0.0065	0.0085	65/35	1.5%	0.00400
Ohio	CenturyLink of Ohio	0630	0.0065	0.0085	65/35	5.0%	0.00400
Washington	CenturyLink of Washington	2408	0.0065	0.0085	65/35	8.0%	0.00400

II. OTHER PRICING

1. Non-Recurring Charges (NRCs)

New Account Establishment is a one-time charge applied the first time that service is ordered.

\$203.50

2. LNP Routing Dip charge

Appropriate tariff

ATTACHMENT II LOCAL NUMBER PORTABILITY

1.0 NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR) or Wireless Port Request (WPR). For the purposes of this Attachment, LSR shall mean either LSR or WPR, as applicable. If a Party requests that the other Party port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyLink Service Guide, which will comply with applicable FCC rules, regulations and orders.

- 1.2.2.1 The LSR will have a requested due date that is not less than the standard interval of four (4) Business Days.
- 1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time a LSR is received.
- 1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location, within a given state. For purposes of this provision, "large quantities" shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.
- 1.2.3 The Party receiving the LSR will bill the service order charges set forth in Section 1.4 for each LSR received. The Party receiving the LSR will bill an Initial Service Order Charge for each initial LSR submitted. A Subsequent Service Order Charge applies to any modification to an existing LSR.
- 1.2.4 [Intentionally omitted]
- 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by Verizon Wireless in a LATA, CenturyLink will route traffic destined for Verizon Wireless' End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via Tandem Switch.
- 1.2.6 When either Party receives an unqueried call from the other Party to a telephone number that has been ported to another local services provider or CMRS provider, the transit rate and the LNP routing dip charge as specified in Attachment 1 will apply.
- 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business

purposes). The term “Official Communications Service (OCS)” means the internal telephone numbers used by CenturyLink or Verizon Wireless.

- 1.2.8 When a ported telephone number becomes vacant, e.g. the number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 1.2.9 The Recipient Party will be responsible for the End User Customer’s other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User’s telephone number in its switch.

1.3 Cut-Over Process for Number Porting Orders

1.3.1 TDT Cut-Overs.

- 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink will update its CenturyLink Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
- 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.
- 1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

- 1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Service Guide.

1.3.2.2 Pricing for Coordinated Hot Cut.

- 1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section 1.4.

- 1.3.2.2.2 For calculating “time” and/or “additional time” labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

1.4 Non-Recurring Charges (NRCs)

Pre-ordering

EZ View Customer Record Search \$ 2.50

Manual Customer Record Search
(applies to accounts w/ over 30 lines) \$ 31.66

Custom Handling

Service Order Expedite:

All LSRs (In addition to Service Order Charge) \$11.70

All other Expedite Charges per Access Tariff Special Access Tariff

Ordering

“Service Order Charge” all for LSRs (including Number Portability LSRs)

Initial Simple LSR \$11.70

Initial Complex LSR \$51.50

Subsequent LSR \$11.70

Coordinated Hot Cut

Standard Interval - Per 1/2. Hour –for first hour \$30.72

Additional Interval – per ¼ hour \$26.97

Time and Material ICB

Application of Pricing

Pre-ordering:

“Customer Record Search” applies when Verizon Wireless requests a summary of the services currently subscribed to by the End User Customer. Charge is dependent on whether Customer Record Search was accessed through EZ View or had to be manually retrieved and provided. All Customer Records for accounts with over 30 lines cannot be accessed through EZ View and must be manually retrieved.

Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).

A “Simple” ISO charge applies to every LSR submitted that contains 1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Verizon Wireless requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if Verizon Wireless requests notification and coordination of service cut-over prior to the service becoming effective.

“Hot Coordinated Conversion (1st 1/2 Hour)” applies if Verizon Wireless requests real-time coordination of a service cut-over that takes one hour or less.

“Hot Coordinated Conversion (per add'l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1st Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour

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