

- a. CLEC must have State certification to provide local voice service in the area being served by the EEL or, in the absence of a State certification requirement, CLEC must have complied with registration, Tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served by the EEL;
- b. At the time of ordering and continually for the period in service, the following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL;
  1. Each circuit to be provided to each CLEC customer, including each DS1 and each DS1-equivalent on a DS3 EEL, must be assigned one local number prior to the provision of service over the circuit;
  2. Each DS1-equivalent circuit on a DS3 EEL or on any other High-Capacity EEL must have its own local telephone number assignment, so that each DS3 circuit has at least 28 local voice telephone numbers assigned to it;
  3. Each circuit to be provided by CLEC to each End User will have 911 or E911 capability prior to the provision of service over that circuit;
  4. Each circuit to be provided to each End User must terminate into a Collocation that meets one of the following requirements;
    - a. a Collocation established pursuant to §251(c)(6) of the Act and located at CenturyLink's Premises within the same LATA as the CLEC's End User's Premises, when CenturyLink is not the collocator;
    - b. CLEC's Collocation arrangement cannot be located at an Interexchange Carrier Point of Presence (POP) or an ISP POP; or
    - c. a Collocation located at a third party's Premises within the same LATA as the CLEC's End User's Premises, when CenturyLink is the collocator.
  5. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service Interconnection Trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an Interconnection arrangement with CenturyLink for the meaningful exchange of

Local Traffic that flows in both directions, such Interconnection arrangement shall not satisfy this criteria, and

6. Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

78.5 Audits. In addition to any other audit rights provided for in this Agreement and those allowed by Applicable Law, CenturyLink may obtain an independent auditor to audit CLEC, on an annual basis, to determine CLEC's compliance with the conditions set out in this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period, beginning upon CenturyLink's written notice that an audit will be performed.

78.5.1 Should the independent auditor's report conclude that CLEC failed to comply in any material respects with the Eligibility Requirements of this Section, CLEC must submit orders to CenturyLink to either convert all non-compliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within thirty (30) Days of the date on which CLEC receives a copy of the auditor's report or otherwise discovers or is notified that a circuit does not meet the Eligibility Requirements. Should CLEC fail to submit conversion orders within the thirty (30) Day period, CenturyLink may initiate and effect such a conversion on its own without any further consent by CLEC.

78.5.2 CLEC must make accurate payments after the conversion orders are processed, and must true-up any difference in payments paid to CenturyLink with the appropriate Tariffed rates and charges CLEC would have owed CenturyLink beginning from the later of the date the non-compliant circuit was established as a UNE or Combination, in whole or in part, or the beginning of the Audit period.

78.5.3 CLEC also is responsible for paying all non-recurring charges associated with any disconnects or conversions, whether initiated by CLEC or CenturyLink pursuant to this provision.

78.5.4 In no event shall rates set under §252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the service Eligibility Requirements and conditions set forth in this Article for that UNE combination, arrangement, or circuit, as the case may be.

78.5.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the service Eligibility Requirements, CLEC shall reimburse CenturyLink for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the service Eligibility Requirements and for CenturyLink's necessary and reasonable internal costs incurred conducting the audit.

78.5.6 CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of one (1) year.

**79. LINE SPLITTING**

79.1 Line Splitting is an arrangement between two CLECs where one CLEC provides the voice services and another CLEC provides Advanced Services over an UNE Loop. One of the CLECs will order the UNE Loop and split the loop spectrum in the CLEC's Collocation space.

79.2 Whenever CLEC's OCN is used to order the UNE Loop, CLEC shall control the entire loop spectrum. CenturyLink will bill the entire charges for the UNE Loop and any other ordered services to CLEC.

**80. ROUTINE NETWORK MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK**

80.1 At CLEC's request CenturyLink shall make Routine Network Modifications to UNE Loop or Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. CenturyLink shall perform Routine Network Modifications to UNE facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

80.2 A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own customers. Routine Network Modifications may include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that CenturyLink ordinarily attaches to activate such UNE Loops or Transport facilities for its own End User. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

80.3 Routine Network Modifications do not include: the construction of a new UNE Loop or Dedicated Transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or Building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for CLEC.

80.4 CenturyLink will determine whether and how to perform Routine Network Modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyLink's End User.

80.5 If CLEC requests one or more unbundled Local Loops serviced by Integrated

Digital Loop Carrier (IDLC), CenturyLink will, where available, move the requested unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Local Loop. If, however, no spare Local Loop facility is available for unbundling, CenturyLink will notify CLEC of the lack of available facilities.

- 80.6 CenturyLink will provide Routine Network Modifications based on the terms and conditions set out in this Article, at the prices in Table 1 or on CenturyLink's BFR price quote. The Parties agree that the Routine Network Modifications for which CenturyLink is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLECs as an ICB include, but are not limited to: adding an equipment case; adding a doubler or repeater including associated line card(s); installing a repeater shelf and any other necessary work and parts associated with a repeater shelf; and where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Dedicated Transport facility when ordered.
- 80.7 CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to End User-provided equipment.

## ARTICLE VII. RESALE

### 81. LOCAL TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 81.1 All services made available by CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Article II, and Applicable Law. CenturyLink will make available to CLEC for resale to End Users any local Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End Users via its applicable local retail Tariff or other retail Telecommunication Service offerings (hereinafter, Resold Services). Terms, conditions, and use limitations for CLEC shall be in Parity with services offered by CenturyLink to its End Users. The list of services described herein which CenturyLink shall make available to CLEC for resale pursuant to this Agreement is neither all inclusive nor exclusive.
- 81.2 Resale services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide services for resale, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to CLEC a price quote for the facilities construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End Users. If the price quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.
- 81.3 Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, maintenance, repair or removal, of facilities, equipment, software, or wiring provided by CLEC or CLEC's End Users for use with any resold services.
- 81.4 CenturyLink and its suppliers shall retain all rights, title and interest in any respective facilities, equipment, software, information, and wiring, used to provide CLEC with resold services under this Agreement.
- 81.5 When applicable, CenturyLink shall have access at all reasonable times to CLEC customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. CLEC shall, at CLEC's expense, obtain any rights and/or authorizations necessary for such access.

### 82. GENERAL TERMS AND CONDITIONS FOR RESALE SERVICES

- 82.1 CLEC as Customer of Record. CLEC will be the customer of record for all resold services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from CLEC for all services ordered.

- 82.2 Billing. CenturyLink shall not be responsible for the manner in which CLEC bills its End Users. All applicable rates and charges for services provided to CLEC or to CLEC's End Users under this Agreement will be billed directly to CLEC and shall be the responsibility of CLEC regardless of CLEC's ability to collect; including but not limited to toll and third-party charges unless CLEC has taken appropriate actions to restrict CLEC's End Users' ability to incur such charges.
- 82.3 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End Users, monthly billing to CLEC does not include local calling detail unless CLEC orders and pays for such detail pursuant to the terms and conditions of this Agreement.
- 82.4 Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).
- 82.5 Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

### **83. PRICING**

- 83.1 Calculation of the Resale Discount and the Resulting Resale Rate. A discount as shown in Table 1 shall apply to the retail rate of Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law.
- 83.2 Promotions. CenturyLink will make available for resale those promotional offerings that are greater than ninety (90) Days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyLink will make available for resale those promotional offerings that are less than ninety (90) Days in duration; however, any special promotional rate or other promotional offering will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) Days in duration, CLEC may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, CLEC must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. CLEC shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.
- 83.3 Resale of As Is Services. When a CenturyLink End User changes service providers to CLEC resold service of the same type without any additions or changes, the only applicable non-recurring charge will be the LSR Service Order charge.
- 83.4 Resale with Changes in Services. If a CLEC End User adds features or

services when the End User changes its resold local service from CenturyLink or another service provider to CLEC, CenturyLink will charge CLEC the normal LSR Service Order charges and/or non-recurring charges associated with said additions.

83.5 End User Contractual Arrangements. CenturyLink will offer for resale its currently existing (signed by an End User) Contract Service Arrangements, Special Arrangements, or ICBs in accordance with FCC and Commission Rules and Regulations. The End User's contractual arrangement with CenturyLink will terminate and any applicable termination liabilities will be charged to the End User. The terms of the terminated CenturyLink Contract Service Arrangement, Special Arrangement or ICB will apply to the respective resold services beginning on the date CLEC commences to provide service to the End User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB.

83.5.1 CenturyLink will bill CLEC the rate in the Contract Service Arrangement, Special Arrangement or ICB until the originally contracted end date for such services.

83.5.2 If CenturyLink does not receive a termination notice for the arrangement from CLEC that specifies termination on the contractual end date, CLEC will have the choice of accepting a new contractual arrangement at then-current terms and pricing or moving to the closest Tariffed or otherwise offered service equivalent. If CLEC does not invoke its choice within 10 Business Days following the end date, then CenturyLink may select either alternative at its discretion. Any change in the rates shall be retroactive to the most recent arrangement end date.

83.5.3 Notwithstanding Section 83.5.2, CenturyLink at its discretion may terminate any contractual arrangement at the specified end date with no obligation to offer any replacement service.

83.6 Nonrecurring Charges. The resale discount, as shown in the Resale attachment of this Agreement, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement, in CenturyLink's applicable retail Tariffs or as otherwise offered on a retail basis.

#### **84. LIMITATIONS AND RESTRICTIONS ON RESALE**

84.1 In addition to the limitations and restrictions set forth in this Agreement, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.

84.2 Cross-Class Selling. CLEC will not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

84.3 Intentionally Left Blank.

84.4 Advanced Telecommunications Services Sold to ISPs. Advanced Telecommunications Services (Advanced Services) sold to Internet Service

Providers (ISPs) as an input component to the ISPs' retail internet service offering shall not be eligible for the resale discount under the terms of this Agreement.

- 84.5 Voice Mail Service. Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink's retail rates; however, no resale discount applies.
- 84.6 Hospitality Service. CenturyLink will provide all blocking, screening, and other applicable functions available for hospitality lines under Tariff.
- 84.7 LIDB Administration. CenturyLink will maintain customer information for CLEC End Users who subscribe on a retail basis to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated End Users. CenturyLink will update and maintain CLEC's information in LIDB on the same schedule that it uses for its own similarly situated End Users.
  - 84.7.1 Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink will store the resold number in its LIDB at no charge and will retain revenue for LIDB look-ups to the resold number.
- 84.8 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to CLEC's End Users by CenturyLink's OS and DA vendors,
- 84.9 Special Access Services. CLEC may purchase for resale special Access Services; however, no resale discount applies.
- 84.10 COCOT Coin or Coinless Lines. CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 84.11 Grandfathered Services. Services identified in CenturyLink Tariffs as Grandfathered in any manner are available for resale only to End Users that already have such Grandfathered Service. An existing End User may not move a Grandfathered Service to a new service location. If an End User's Grandfathered Service is terminated for any reason, such Grandfathered Service may not be reinstalled. Grandfathered Services are subject to a resale discount, as provided in Section 82.
- 84.12 Universal Emergency Number Service. Universal Emergency Number Service is not a separate service available for resale. Universal Emergency Number Service (E911/911 Service) is provided with each local Telephone Exchange Service line resold by CLEC whenever E911/911 Service would be provided on the same line if provided by CenturyLink to a CenturyLink End User.
- 84.13 Services provided for CLEC's Own Use. Telecommunications Services provided directly to CLEC for its own use or for the use of its Subsidiaries and Affiliates and not resold to CLEC's End Users must be identified by CLEC as such, and CLEC will pay CenturyLink's retail prices for such services. Use of a CenturyLink service for the transport or consolidation of any CLEC services to multiple End Users shall be considered service provided for CLEC's own use.



84.14 CLEC shall not use resold local Telecommunications Services to provide access or Interconnection services to itself, its Subsidiaries and Affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other Telecommunications providers; provided, however, that CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

84.15 CLEC may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter. CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, CLEC shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to Tariff or special promotion.

**85. CHANGES IN RETAIL SERVICE**

85.1 CenturyLink will notify CLEC, at the time a Tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyLink offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyLink's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of ninety (90) Days in duration, or the discontinuance or Grandfathering of current features and services. Where CLEC has signed up for or subscribed to CenturyLink's email notification service, CenturyLink also will provide notice to CLEC of such changes by posting the same to CenturyLink's Website, with email notification of such postings.

**86. REQUIREMENTS FOR SPECIFIC SERVICES**

86.1 E911/911 Services. CenturyLink will use its standard Service Order process to update and maintain the CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 Services on the same schedule that it uses for its own retail End Users. CenturyLink will provide CLEC End User information to the PSAP. CLEC shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by CLEC, and CenturyLink shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

86.1.1 CLEC shall be responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to Applicable Law.

86.2 Suspension of Service. CLEC may offer to resell End User-Initiated Suspension and Restoral Service to its End Users if and to the extent offered

by CenturyLink to its retail End Users.

86.2.1 CLEC may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

- a. If CLEC submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.
- b. Service Order charges and any applicable Tariff fees will apply to all temporary suspension and restoral requests made by CLEC including disconnection and subsequent reconnection requests for the same End User service.

86.2.2 If CLEC suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of Days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

86.2.3 If CLEC restores its End User, restoral charges will apply, and CLEC will be billed for the appropriate service from the time of suspension.

86.3 End User Retention of Telephone Number. Telephone numbers may not be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

## **87. PRE-ORDERING AND ORDERING**

87.1 CenturyLink will provide pre-ordering and ordering services for resale services to CLEC consistent with CenturyLink's published Standard Practices.

87.2 Telephone Number Assignments. Where CLEC resells service to a new (not currently existing) End User, CenturyLink will allow CLEC to place Service Orders and receive phone number assignments.

87.2.1 When CLEC uses numbers from a CenturyLink NXX, CenturyLink will provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs will remain CenturyLink's responsibility.

87.2.2 CenturyLink will provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC.

87.2.3 In conjunction with an order for service, and only to the extent

such are available, CenturyLink will accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and Hunting arrangements, as requested by CLEC.

87.2.4 Number reservations. Number reservations shall only be made available to CLEC for the same time period that CenturyLink offers to its own subscribers pursuant to Tariff or other published terms. CenturyLink reserves the right to cancel any number reservation without notice upon the end of the specified time period.

- a. CenturyLink will not accept any number reservations from CLEC if CenturyLink's own subscribers are not offered the ability to reserve numbers.
- b. For simple services number reservations and aging of CenturyLink's numbers, CenturyLink will provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, CenturyLink will provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

87.3 Maintenance. CenturyLink will provide repair and maintenance services to CLEC and its End Users for resold services in accordance with the terms set forth in Article IV of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End Users. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a CLEC End User until such time as trouble is reported to CenturyLink by CLEC. CLEC must provide to CenturyLink all End User information necessary for the installation, repair and servicing of any facilities used for resold services as described in the published CenturyLink Standard Practices.

## **88. ACCESS CHARGES**

88.1 CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all Switched Access Service revenues when providing Switched Access Services for CLEC's retail End Users served via resale. When CLEC resells special access to its End Users, CenturyLink is not entitled to any special access revenues from CLEC's End Users.

## **89. RESALE OF CLEC'S TELECOMMUNICATIONS SERVICES**

89.1 CLEC also acknowledges that CLEC is required pursuant to 47 U.S.C. §251(b) to make available its Telecommunications Services to CenturyLink for resale by CenturyLink.

## ARTICLE VIII. ADDITIONAL SERVICES

### 90. NUMBER PORTABILITY

- 90.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:
- 90.1.1 Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.
  - 90.1.2 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.
  - 90.1.3 Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
  - 90.1.4 Number Portability (NP): The in-place long-term method of providing Number Portability (NP) using the LRN method.
  - 90.1.5 Recipient Party: The Party that is initiating the number port request and is receiving the ported number.
  - 90.1.6 Simple Ports: Those ports meeting the FCC's definition of "Simple" ports
  - 90.1.7 Ten-Digit Unconditional Trigger Method (TDT): An industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the End User.
- 90.2 Number Portability (NP). Each Party will provide local Number Portability and obtain End User authorization in accordance with the Act, and applicable FCC rules, regulations and orders as amended from time to time. CLEC shall provide NP to CenturyLink under no less favorable terms and conditions as when CenturyLink provides such services to CLEC. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, and do not mandate location portability and the Parties will not submit orders for such non-mandated types of portability.
- 90.3 Testing
- 90.3.1 If CLEC has not initiated porting with CenturyLink in a specific exchange, prior to port order submission, CLEC will conduct testing with CenturyLink as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26.
  - 90.3.2 CLEC must be NPAC certified and have met CenturyLink testing

parameters prior to activating LNP. Each Party will bear its own expenses for testing.

90.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

90.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) Days in advance of any system updates that may affect the porting operations of CLEC or CenturyLink. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.

90.4 A Party requesting a number to be ported must send the other providing Party a LSR. If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the CenturyLink Wholesale Website and comply with applicable FCC rules, regulations and orders.

90.4.1 End User Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected.

90.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.

90.4.3 Inactive Numbers. CenturyLink will not port numbers not currently being used by a CenturyLink End User or previously reserved on an existing CenturyLink End User's account.

90.4.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG

90.4.5 Porting Interval. Both Parties agree to porting intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (<http://www.npac.com/lnpa-working-group/lnp-best-practices>) The following terms shall also apply:

a. Local Number Portability (LNP) orders may not be expedited.

b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled

outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.

- 90.4.6 FOC. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party at intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (<http://www.npac.com/lnpa-working-group/lnp-best-practices>)
- 90.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.
- a. CLEC bears sole responsibility for any End User issues associated with porting cutovers when CenturyLink recommends a project approach and CLEC declines to use such a process.
- 90.4.8 Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Table 1 for each LSR received. The Party will bill the Service Order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 90.4.9 When CenturyLink receives an un-queried call from CLEC to a telephone number that has been ported to another local services provider, the Transit rate and the LNP query charges found in Table 1 will apply.
- 90.4.10 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to End Office Switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.
- 90.4.11 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

90.4.12 Each Party shall become responsible for the End User's other ancillary services, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the port of the End User's telephone number to its switch is completed.

90.5 Cut-Over Process for Number Porting Orders

90.5.1 Ten-Digit Unconditional Trigger Method (TDT) Cut-Over

- a. Where Technically Feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not Technically Feasible.
- b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows at <http://www.npac.com/lnpa-working-group/nanc-lnp-process-flows> (See Flows 9 and 10).

90.5.2 Coordinated Hot Cuts (CHC)

- a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.
- b. Pricing for Number Portability CHCs
  1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable Charges set forth in Table 1.
  2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium and overtime rates will apply as applicable for Service Order work performed outside normal business hours, weekends, and holidays.
  3. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

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

91.1 Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services, CenturyLink and CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWS) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's Tariffs and/or in a separate written agreement and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make

such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

- 91.2 Pole Attachment & Conduit Occupancy Agreements. CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

## **92. BASIC 911 AND E911 SERVICE**

- 92.1 E911 Universal Emergency Number Service is provided by CenturyLink to CLEC serving End Users in a geographic area where CenturyLink is the 911 Service Provider.

- 92.2 CenturyLink's Responsibilities: When CenturyLink is designated by the PSAP as the primary 911 Service Provider in a geographic area in which CLEC furnishes local Telephone Exchange Service, CenturyLink shall have the obligations in this Section.

### **92.2.1 Call Routing**

- a. CenturyLink will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- b. CenturyLink will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, CenturyLink will route the call to the "Default" ESN assigned to CLEC's 911 Trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "Default" ESN. If the ANI is forwarded by CLEC but no ALI record is found in the 911 DBMS, CenturyLink will report this "No Record Found" condition to CLEC in accordance with NENA standards.

### **92.2.2 Facilities and Trunking**

- a. CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's SR, at standard CenturyLink access Tariff rates. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where Technically Feasible and facilities are available at standard CenturyLink access Tariff rates.
- b. Upon written request by CLEC, CenturyLink shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate



Centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

92.2.3 Database

- a. Where CenturyLink manages the ALI Database, CenturyLink shall store CLEC's End User 911 records.
- b. Where CenturyLink is the ALI Database provider, CenturyLink shall coordinate access to the CenturyLink DBMS for the initial loading and updating of CLEC's End User 911 records. For such purposes, CenturyLink will provide CLEC with access to WebDBMS, which is a customer interface to the DBMS which restricts CLEC access to CLEC End User records only, and is used for viewing and coordinating electronic file processing of such End User records. CenturyLink shall provide CLEC with a password to the WebDBMS, and CLEC shall be responsible for maintaining confidentiality and use of such password.
- c. CenturyLink ALI Database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall only be allowed in the event the DBMS is not functioning, or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.
- d. CenturyLink will provide an error and status report for CLEC's End User records received from CLEC. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to CLEC.
- e. Where CenturyLink manages the ALI Database, CenturyLink shall provide CLEC with one electronic file containing the MSAG annually for each county in the State for which this Agreement is applicable, in which CenturyLink is the 911 Service Provider, and in which CLEC exchanges Local Traffic with CenturyLink. Additional copies of the MSAG file are available at the rate set forth in Table 1.
- f. Where CenturyLink manages the ALI Database, CenturyLink shall establish a process for the management of NPA splits by populating the ALI Database with the appropriate NPA codes.

92.3 CLEC's Responsibilities. Where CenturyLink is the 911 Service Provider, CLEC shall have the obligations in this Section.

92.3.1 Call Routing

- a. CLEC will transport 911 calls to the applicable CenturyLink Selective Router.
- b. Where supported by CenturyLink and where Technically Feasible, CLEC may implement 911 Service using a Dynamic 911 solution
- c. CLEC will forward the ANI information of the party calling 911 to the applicable CenturyLink Selective Router.

92.3.2 Facilities and Trunking

- a. CLEC or its agent shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. CLEC or its agent will provision these facilities in accordance with applicable NENA standards; CLEC or its agent shall engineer its 911 Trunks to attain a minimum of P.01 grade of service as measured using the "busy day/busy hour criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.
- b. CLEC acknowledges that End Users in a single Local Calling Area may be served by different SRs, and that CLEC or its agent shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.
- c. CLEC or its agent is responsible for providing a separate 911 Trunk group for each county or other geographic area that CLEC serves if the PSAP for such county or geographic area has a specified varying default routing condition. If CLEC or its agent uses MF signaling, it must transmit 911 traffic over a separate 911 Trunk group for each NPA (area code) served by affected PSAPs.
- d. Where diverse routing to CenturyLink SRs is desired by CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then CLEC is responsible for ordering such facilities at CLEC's expense.
- e. CLEC is responsible for determining and

maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the CenturyLink SR.

- f. CLEC or its agent shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, CLEC shall order additional dedicated 911 facilities from CenturyLink at the rates set forth in Table 1 or require its agent to order such facilities.
- g. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

92.3.3 Selective Router Port Charges/Terminations for Connecting Companies

- a. When the CLEC is provisioning the 911 Trunks, the CLEC will be charged a monthly recurring and one-time Selective Router port charge per trunk to establish the connection to each applicable SR that provides connectivity for incoming 911 Trunks to enable CLEC access to the Emergency Services network.

92.3.4 Database

- a. Once 911 Trunks have been established and tested between CLEC and appropriate SRs, CLEC or its agent shall be responsible for providing CLEC's End User records to CenturyLink for inclusion in CenturyLink's ALI Database.
- b. CLEC shall assign a 911 database coordinator charged with the responsibility of forwarding CLEC End User ALI record information to CenturyLink.
- c. CLEC shall provide initial and ongoing updates of CLEC's 911 records that are MSAG-valid in electronic format based upon established NENA standards. CLEC shall provide information on new subscribers to CenturyLink within one (1) Business Day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from CLEC. If CenturyLink detects an error in the CLEC provided data, the data shall be returned to the Company ID owner within two (2) Business Days from when it was provided to CenturyLink. CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual

entry shall be allowed only in the event that the system is not functioning properly or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.

- d. CLEC assumes all responsibility for the accuracy of the data that CLEC or their agent provides to CenturyLink.
- e. CLEC shall adopt use of a Company ID on all CLEC 911 records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- f. CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

92.3.5 Other

- a. CLEC shall obtain its own pANIs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these pANIs to CenturyLink for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, CLEC shall promptly obtain the appropriate number of additional pANIs to be allocated to each PSAP as may be appropriate under the circumstances.
- b. CLEC is responsible for collecting from its retail End Users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity or entities specified by Applicable Law.
- c. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate the manner in which 911/E911 traffic from Carrier will be processed with the appropriate state or local PSAP agency and/or the primary 911 service provider that has been designated by the PSAP.

92.4 Responsibilities of Both Parties

- 92.4.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated CenturyLink 911 Selective Router(s).
- 92.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunking rather than CAMA MF trunking.
- 92.4.3 CenturyLink and CLEC will cooperate to promptly test all trunks and facilities between CLEC's switch and the CenturyLink SR(s) in accordance with industry standards.
- 92.4.4 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network. CLEC is responsible for advising CenturyLink of the 2-6 code (TSC) and the fact that the trunk group is a 911 Trunk group when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to CLEC if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

92.5 CenturyLink 911 Transit Service

- 92.5.1 When CenturyLink is not the Primary 911 Service Provider, CenturyLink may provide a 911 Transit Service to transport CLEC's 911 calls to the primary 911 Service Provider designated by the applicable PSAP(s). This section becomes applicable when CLEC utilizes 911 Transit Service from CenturyLink. Such 911 Transit Service is subject to the rates set forth in Table 1, which 911 transit charges shall be in addition to any applicable charges for 911 Service provided to CLEC.
- 92.5.2 Where CLEC utilizes CenturyLink's 911 Transit Service:
  - a. CLEC holds CenturyLink harmless from and against any liability to CLEC or its End Users arising from any failure by PSAP(s) or their designated agent(s) to properly route, receive or respond to 911 calls.
  - b. CLEC will take appropriate steps to notify all PSAP(s) within CLEC's service territory with accurate contact information, including a name and telephone number that can be used by the PSAP(s) to reach CLEC in the event of 911 network problems or an emergency requiring availability of a

contact. CenturyLink shall have no liability to CLEC arising out of any failure by the CLEC to provide PSAP(s) with appropriate contact information, and to update such information as needed. CenturyLink shall be entitled to immediately terminate 911 Transit Service to the CLEC if CenturyLink is advised by any applicable PSAP(s) that CLEC has not provided the PSAP(s) with appropriate contact information.

- c. CLEC indemnifies CenturyLink from and against fees or charges, if any, that a third party might seek to assess for transporting CLEC's 911 calls beyond the Point Of Interconnection established between CenturyLink and the PSAP(s) designated agent or the primary 911 Service Provider.

92.6 Methods and Practices

92.6.1 Each Party will comply with all of the following to the extent that they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission.

92.7 Ordering

92.7.1 CLEC will identify geographic territory CLEC will provide service in its trunk forecast submitted to CenturyLink. CLEC will be informed of the applicable SR(s) and configuration required by CenturyLink as part of the pre-ordering process.

92.7.2 CLEC is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which CLEC is implementing service, and to provide required information to such PSAP(s) or government entities as required by such PSAP(s) or government entities prior to initiating the pre-ordering process for 911 Service provided by CenturyLink.

92.8 Basis of Compensation

92.8.1 Compensation to CenturyLink for provision of 911 Service will be in accordance with the charges set forth in Table 1.

92.8.2 Charges will begin on the date of connection to 911 Service.

92.8.3 In satisfaction of CLEC orders or requests related to 911 Service, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Section. In such event CenturyLink is entitled to reimbursement from CLEC for all such costs provided that CenturyLink first notifies CLEC of the costs and obtains CLEC's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis (ICBs) non-recurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses,

overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

92.9 Liability

92.9.1 911 Service is provided by CenturyLink subject to limitation of liability under Applicable Law and the following subsections.

92.9.2 CenturyLink's entire liability to CLEC or any person for interruption or failure of any aspect of 911 Service shall be limited by the terms set forth in this Section, and in any sections of other Articles which apply to the provision of services by CenturyLink. 911 Service is offered solely to assist CLEC in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to CLEC, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than CLEC. CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by acts or omissions of any person other than CenturyLink, or arising from the use of CLEC provided facilities or equipment.

92.9.3 CenturyLink shall not be liable for damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyLink in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to PSAPs or other agencies responding to calls using such information to provide a 911 Service.

92.9.4 It is the obligation of CLEC to properly route all 911 calls from CLEC's End Users. CenturyLink shall not have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of CLEC's service area.

**93. DIRECTORY ASSISTANCE**

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

**94. DIRECTORY LISTINGS SERVICE**

94.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (a) submit CLEC End User information for

- inclusion in Directory Listings databases; and (b) submit CLEC End User information for inclusion in published directories.
- 94.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via Electronic Interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.
- 94.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:
- 94.3.1 Migrate "As Is". Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- 94.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- 94.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- a. LISTED means the listing information is available for all directory requirements;
  - b. NON-LISTED means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
  - c. NON-PUBLISHED means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.
- 94.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC End Users who:
- 94.4.1 Disconnect Service;
- 94.4.2 Change Local Provider;
- 94.4.3 Install Service;
- 94.4.4 Change any service which affects DA information;
- 94.4.5 Specify Non-Solicitation; and
- 94.4.6 Change categories from Non-Published, Non-Listed, or Listed.
- 94.5 The charge for storage and maintenance of CLEC End User information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. If CLEC does not purchase UNE Loops or resold services, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.



- 94.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.
- 94.7 CLEC acknowledges that for a CLEC End User's name to appear in a directory, CLEC must either (i) submit an LSR (e.g. an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an End User listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table 1.
- 94.8 CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 94.9 Traditional White Pages Listings.
- 94.9.1 CenturyLink shall include in its master End User system database all white pages listing information for CLEC End Users whose information was properly submitted a DSR.
- 94.9.2 When CLEC purchases UNE Loops or resold services at a specific address, one basic White pages listing for each CLEC End User is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.
- 94.9.3 CLEC agrees to provide customer listing information for CLEC's subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.
- 94.9.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 94.9.5 CLEC End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC End Users.
- 94.9.6 In addition to a basic White Pages listing, CenturyLink will provide Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to

CLEC's End Users.

- 94.9.7 CenturyLink will accord CLEC End User listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC End User proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 94.9.8 CenturyLink will provide CLEC's End User listing information to any third party to the extent required by Applicable Rules.
- 94.10 Other Directory Services.
  - 94.10.1 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon CenturyLink's directory publisher.
  - 94.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the Information Pages of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
  - 94.10.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

## ARTICLE IX. COLLOCATION

### 95. SCOPE OF COLLOCATION TERMS

- 95.1 CenturyLink will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to CenturyLink pursuant to the Act (including 47 U.S.C. §251(c)(2)) and for obtaining access to CenturyLink's UNEs pursuant to the Act (including 47 U.S.C. §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. §251(c)(6)).
- 95.2 Prices and fees for Collocation and other services under this Agreement are contained in Table 2.
- 95.3 This Agreement states the general terms and conditions upon which CenturyLink will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing Telecommunications Service upon submission of an approved and provisioned Application for Collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by CenturyLink or others in accordance with this Agreement.

### 96. TERMINATION OF COLLOCATION SPACE

- 96.1 CLEC may terminate occupancy in a particular Collocation space upon thirty (30) Days prior written notice to CenturyLink. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to CenturyLink until such date as CLEC has fully vacated the Collocation space. CLEC will surrender the Collocation space to CenturyLink in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 96.2 CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 96.3 Upon termination of CLEC's right to possession of a Collocation space, CLEC shall surrender possession and vacate the Collocation space within thirty (30) Days. Failure to surrender the Collocation space within thirty (30) Days shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 96.4 Should CenturyLink under any Section of this Agreement remove any of CLEC's equipment from its Collocation space, CenturyLink will deliver to CLEC any equipment removed by CenturyLink only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due

CenturyLink under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation space, including any other remedy provided in this Agreement.

- 96.5 CLEC shall surrender all keys, access cards and CenturyLink-provided photo identification cards to the Collocation space and the Building to CenturyLink, and shall make known to CenturyLink the combination of all combination locks remaining on the Collocation space.
- 96.6 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives available, CenturyLink shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other CenturyLink-provided facility in order to fulfill its common carrier obligations, any order or rule of the State Commission or the FCC, or CenturyLink's Tariffs to provide Telecommunications Services to its End User customers. In such cases, CenturyLink will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 96.7 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, CenturyLink shall have the right to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from CenturyLink, in which event, CenturyLink shall pay all moving costs, and the contractual monthly fees paid by CLEC for the affected Collocation shall remain the same.

## **97. COLLOCATION OPTIONS**

- 97.1 CenturyLink will offer Collocation space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. CenturyLink shall make cageless Collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 97.2 Where space permits, CenturyLink will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. CenturyLink will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, CenturyLink will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and CenturyLink will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local CenturyLink Building contact with one access key used to enter the locked

enclosure. Except in case of emergency, CenturyLink will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

- 97.2.1 CenturyLink has the right to review CLEC's plans and specifications prior to allowing construction to start. CenturyLink will complete its review within fifteen (15) Days of receipt of such plans. CenturyLink has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. CenturyLink can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.
- 97.3 CLEC may allow other Telecommunications Carriers to share its caged Collocation arrangement pursuant to terms and conditions agreed to by CLEC (Host) and other Telecommunications Carriers (Guests). CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for Collocation space as set forth in this Agreement.
- 97.3.1 As Host, CLEC will be the sole interface and responsible party to CenturyLink for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, CenturyLink will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.
- 97.3.2 CenturyLink will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have Interconnection agreements with CenturyLink utilize a shared Collocation cage, CenturyLink will permit each CLEC to order UNEs and provision service from the shared Collocation space, regardless of which CLEC was the original collocator.
- 97.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation space, including payment of all charges.
- 97.4 CenturyLink will provide adjacent Collocation arrangements (Adjacent Arrangement) where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the

adjacent structure (such as a controlled environment vault or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other State and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 99.

- 97.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the CenturyLink Point of Interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 97.4.2 CenturyLink maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans, except that such time period may be extended if any delay is due to the actions of CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 97.4.3 CenturyLink will only permit DC power to be used for collocated equipment, and CLEC shall obtain such power for its collocated equipment from CenturyLink. CLEC agrees to convert any existing self-provided power equipment to CenturyLink-provided power within a reasonable timeframe, not to exceed six months, after the execution of this Agreement. CenturyLink will provide 110v AC power for occasional technician courtesy use, as requested, subject to it being Technically Feasible.
- 97.4.4 Subject to CLEC being on the waiting list, in the event that space in a CenturyLink Premises becomes available, CenturyLink will provide the option to CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent Collocation arrangement and charges applicable for Collocation within the CenturyLink Premises.
- 97.5 To the extent possible, CenturyLink will provide CLEC with contiguous space for any subsequent request for Physical Collocation space, but makes no assurances that contiguous space will be available.
- 97.6 CenturyLink will provide Virtual Collocation in accordance with Applicable Law.
  - 97.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of \$1 and the other benefits derived by CLEC from such Virtual

Collocation arrangement, CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the Virtual Collocation arrangement, CLEC is responsible for the cost of removing the equipment from the Premises.

97.6.2 CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.

97.6.3 CenturyLink will install, maintain, and repair CLEC's equipment needed for the Virtual Collocation within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's Affiliates or third parties. Rates for these services will be developed during the application process and must be accepted by CLEC prior to CenturyLink's commencement of work. The following services are not covered by this Agreement:

- a. services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
- b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
- c. repairing damage caused to CLEC's Virtually Collocated equipment by persons other than CenturyLink, or its authorized contractors, or
- d. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.

97.6.4 CLEC warrants that CenturyLink shall have quiet enjoyment of the Virtually Collocated equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

- a. In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment

becomes due, or otherwise, CenturyLink may give written notice to CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.

97.6.5 CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table 2 or as filed in a Tariff and approved by the Commission.

## **98. DEMARCATION POINT**

98.1 CenturyLink will designate the point of demarcation between CenturyLink's equipment and CLEC's collocated equipment, which point of demarcation shall be in or adjacent to its Collocation space unless otherwise mutually agreed to by the Parties. At CLEC's request, CenturyLink will identify the location(s) of other possible Demarcation Points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and CenturyLink's equipment. CenturyLink will use its best efforts to identify the closest Demarcation Point to CLEC's equipment that is available.

98.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the Demarcation Point.

98.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation space that may, at CLEC's option, serve as the Demarcation Point. If CLEC elects not to provide a POT frame, CenturyLink will agree to handoff the Interconnection cables to CLEC at its equipment, at CLEC's designated Demarcation Point. When CLEC elects to install its own POT frame/cabinet, CenturyLink must still provide and install the required DC power panel.

## **99. APPLICATION PROCESS**

99.1 CLEC will submit the appropriate form which is located on CenturyLink's Website when initially requesting Collocation space, or modifying the use of the Collocation space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

99.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall include complete details of the Collocation and Interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. CenturyLink will not process an Application until both the Application and the applicable Application fee are received.

99.1.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by CenturyLink (an Augment),



CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. In addition to the Application Augment Fee, CLEC will pay all such charges billed by CenturyLink to recover the direct costs of work performed for CLEC's benefit.

- 99.1.3 Where CLEC modifies the use of the Collocation space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
- 99.2 If CLEC wishes CenturyLink to consider multiple methods for Collocation on a single Application, CLEC will include in each Application a prioritized list of its preferred methods of collocating (e.g., caged, shared, or other), as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one Collocation arrangement will be provisioned per Application. CenturyLink will not select for CLEC the type of Collocation to be ordered.
- 99.3 Within ten (10) Days after receiving CLEC's Application for Collocation, CenturyLink will inform CLEC whether the Application meets each of CenturyLink's established Collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for Collocation within ten (10) Days after being informed of them, CLEC shall retain its original position within any Collocation queue that CenturyLink maintains. If CenturyLink informs CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 99.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 99.5 CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
  - 99.5.1 CenturyLink will notify CLEC in writing as to whether its request for Collocation space has been granted or denied due to lack of

space. The notification will also include a possible future space relief date, if applicable.

- 99.5.2 In order to increase the amount of space available for Collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for Collocation.
- 99.6 After notifying CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office (Denial of Application), CenturyLink will allow CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.
  - 99.6.1 If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the matter will be handled pursuant to the Dispute Resolution provisions of this Agreement, and the Parties agree to request expedited resolution of the dispute if the dispute is ultimately submitted to the State Commission for determination as to whether or not CenturyLink meets the demonstration requirement of §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor space availability in the same Central Office more frequently than once every six (6) months.
  - 99.6.2 On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly known that the Premises is out of space. CenturyLink will place CLEC on the waiting list for Collocation in a particular Premises according to the date CLEC submitted its complete Application, together with the applicable fee, and not the date of denial for lack of space.
  - 99.6.3 CenturyLink will simultaneously notify the Telecommunications Carriers on the waiting list when space becomes available if there is enough space to accommodate additional Collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its Collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise CLEC as to its position on the list.
  - 99.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for Collocation in particular Premises according to the date CLEC submitted its complete Application together with the applicable

fee, and not the date of denial for lack of space.

- 99.7 CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate single Application and applicable Application fee. The price quote response period will be increased by one Day for every additional Application received from CLEC on that same Day.
- 99.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, CLEC does not notify CenturyLink within the time period specified that Physical Collocation should proceed.
- 99.9 CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO). If CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a revision under Section 99.4.
- 99.10 Space preparation for the Collocation space will not begin until CenturyLink receives the BFFO and all applicable fees, including all non-recurring charges required by CenturyLink at the time of the BFFO.
- 99.11 All price quotes accepted by CLEC along with the associated Applications will become binding attachments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

#### **100. SPACE RESERVATION**

- 100.1 The Parties may reserve Physical Collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 98. Neither CenturyLink, nor any of its Affiliates, will reserve space for future use on terms more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own future use.

#### **101. PROVISIONING INTERVALS**

- 101.1 Unless otherwise agreed to by the Parties, CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of CenturyLink's receipt of a BFFO, unless such arrangements require special construction, in which case the additional time necessitated by such special construction will be specified as part of CenturyLink's quote. If CenturyLink or CLEC is unable to complete construction as provided herein, the Parties will agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

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

- 102.1 CenturyLink, in its sole discretion, may permit CLEC or its designated subcontractor to perform the construction of Physical Collocation space. If CLEC self-provisions the construction of a Physical Collocation arrangement, CLEC is required to contract with a CenturyLink approved Contractor to

perform all work, provided however, that any such CLEC subcontractor shall be subject to CenturyLink's security standards. CenturyLink reserves the right to reject any CLEC subcontractor upon the same criteria that CenturyLink would use on its own subcontractors. CLEC will notify CenturyLink in writing when construction of Physical Collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

102.2 CenturyLink shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CenturyLink when CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection, CenturyLink will identify any non-compliant installations or deficiencies that need to be corrected before CLEC can turn up the equipment and facilities. CLEC shall have the right to be present at such inspection, and CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection and modify its installation to achieve compliance prior to turning up its equipment and facilities. CLEC will notify CenturyLink when such corrections have been completed, and CenturyLink may repeat the inspection process. CLEC may turn up its equipment and facilities if CenturyLink does not conduct an inspection within the (5) Days after receipt of notice that such installation or correction is complete. If CLEC does not turn up its equipment and facilities within sixty (60) Days after the later of (i) the date that CenturyLink has notified CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then CLEC shall be deemed to have cancelled its order and the provisions of this Agreement shall apply with respect to surrender and vacation of the Collocation space and the disposition of any of CLEC's equipment. Failure of CenturyLink to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space.

102.3 To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated space in compliance with a mutually agreed to Collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by CenturyLink as the result of any revision to the Collocation request, which shall be subject to Section 99.4. CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the Collocation space.

102.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare any Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space which may be required by Applicable Law for CLEC's equipment on a going-forward basis. Extraordinary costs may

include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and State requirements, or other modifications required by local ordinances. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. CenturyLink must advise CLEC if extraordinary costs will be incurred.

- 102.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 102.6 CenturyLink will notify CLEC when construction of a Collocation space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation space. CenturyLink will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation space construction is complete, CLEC will be deemed to have accepted the Collocation space and billing will commence.
- 102.7 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

### **103. EQUIPMENT**

- 103.1 CLEC may only locate equipment necessary for Interconnection to CenturyLink or accessing CenturyLink's Unbundled Network Elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. §251(C)(3), 47 U.S.C. §251(C)(2), and 47 C.F.R. §51.323(b-c).
- 103.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping and delivery of all equipment or materials associated with the Collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to CLEC or its CenturyLink approved contractor on CLEC's behalf. No CLEC equipment or supplies may be delivered, other than by CLEC or its CenturyLink approved contractor, to a Premises containing the Collocation space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation space.
- 103.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but CenturyLink will not impose safety requirements on CLEC that are more

stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies Collocation of CLEC's equipment, citing safety standards, CenturyLink must provide to CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for Interconnection or access to Unbundled Network Elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the Collocation space. If the Parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CLEC will not install said equipment.

103.4 CLEC must notify CenturyLink in writing that Collocation equipment installation is complete and is operational with CenturyLink's network. If CLEC fails to place operational Telecommunications Equipment in the collocated space and either interconnect to CenturyLink or install UNEs to its Collocation arrangement (per 47 U.S.C. 251 §251(c)(6)) within one-hundred eighty (180) Days of CLEC's acceptance of CenturyLink's price quote, or other time period mutually agreed to by CLEC and CenturyLink, CenturyLink may terminate the applicable Collocation space upon written notice. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

103.5 If CLEC has provisioned services to any customers without being in compliance with the terms of this Agreement governing Collocation arrangements and the installation and operation of equipment within a Collocation arrangement, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the Collocation arrangement is brought into compliance.

#### **104. AUGMENTS AND ADDITIONS**

104.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of CenturyLink, CenturyLink may not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

104.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments contained in Table 2 fee will apply.

104.2.1 Major Augments are those requests that include, but may not be limited to, one or more of the following:

- a. require additional AC or DC power or add or remove power cables,
- b. add equipment that generates additional BTUs of heat,
- c. require additional floor space,
- d. add or remove cable terminations and/or entrance cables,
- e. require installation of cable racking or other support structures, or
- f. request additional cross connects for access to Unbundled Network Elements that exceed 2000 DS-0s or 168 DS-1s or 96 DS-3s. Augment requests that mix DS-0, DS-1, and/or DS-3 cross connects will be evaluated on an ICB basis.

104.2.2 Minor Augments are those requests that:

- a. do not meet the requirements for a major Augment,
- b. do not involve exceeding the capacity of the existing electrical/power or HVAC system,
- c. request additional cross connects for access to Unbundled Network Elements that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities, or
- d. do not require power work-arounds (e.g.; changing a DC power fuse or extending occasional use AC power circuits).

104.3 CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. Under normal circumstances, the construction interval for Augments will not exceed ninety (90) Days from CenturyLink's receipt of a BFFO. If special or major construction is required, CenturyLink will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for Augments

## **105. USE OF COMMON AREAS**

105.1 CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by CenturyLink from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation space, corridors and other access ways from the entrance to the Building, the Collocation space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation space; provided, however, that CenturyLink shall have the right to reserve parking spaces for CenturyLink's exclusive use or use by other occupants of the Building. CenturyLink does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. CenturyLink does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and

management of CenturyLink, and CenturyLink shall have the right to change the level, location and arrangement of parking areas and other common areas, as CenturyLink may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as CenturyLink may from time to time impose, consistent with CLEC's right to access its Collocation space. Notwithstanding the above, CenturyLink may restrict access to such areas or facilities on grounds of security, and CenturyLink may require that a CenturyLink employee accompany CLEC's personnel or representatives. CenturyLink shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to CLEC's equipment and space.

- 105.2 CenturyLink, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by CenturyLink, for the non-exclusive use of CLEC, CenturyLink and any other Building occupant. CLEC shall not waste or permit the waste of water.
- 105.3 CenturyLink shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation space, CenturyLink shall provide no security specific to CLEC's Collocation space. CenturyLink shall not be liable to CLEC or any other party for loss of or damage to the Collocation space or CLEC equipment unless CenturyLink has failed to provide Building and Premises security in accordance with its normal business practices.
- 105.4 CenturyLink shall furnish, to the same extent it provides to itself and Affiliates, passenger elevator service as necessary to reach the Collocation space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by CenturyLink.

**106. CO-CARRIER CROSS CONNECTION**

- 106.1 CCXCs are only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same CenturyLink Premises, provided that the collocated equipment is also used for Interconnection with CenturyLink and/or for access to CenturyLink's Unbundled Network Elements or where otherwise contemplated by specific reference in this Agreement. CenturyLink shall provide such CCXCs from CLEC's Collocation arrangement to the Collocation arrangement of another Telecommunications Carrier in the same CenturyLink Premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.
  - 106.1.1 CenturyLink will provide such CCXCs for non-adjacent Collocation arrangements at the expense of CLEC per CLEC's request. CenturyLink will provide connections between CLEC's own non-adjacent Virtual and/or Physical Collocation arrangements within the same Central Office at the expense of CLEC and provisioned per CLEC's order.



106.2 The term Adjacent in this Section refers to Collocation arrangements in the same Premises that share a common lateral border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. §51.323(k)(3).

## 107. RATES

107.1 The rates for Collocation are listed on Table 2.

107.2 If CLEC is the first collocater in the CenturyLink Premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for Collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, Remote Switch module related options and POT bay-related options.

107.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB. If CenturyLink is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, CenturyLink will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should CenturyLink benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should CenturyLink be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), CenturyLink shall absorb all of the costs related to such an upgrade.

### 107.4 Facility Modifications

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

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

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

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

depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

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

## **108. CENTURYLINK SERVICES AND OBLIGATIONS**

108.1 CenturyLink shall furnish air conditioning and/or other environmental controls for the area in which the Collocation space is located in a manner consistent with those provided elsewhere in the Building. CenturyLink shall furnish air conditioning and/or other environmental controls for the Collocation space based on information provided by CLEC to CenturyLink in its Application which CLEC hereby represents to CenturyLink is sufficient to allow CLEC equipment to function without risk of harm or damage to the Collocation space, the Building or any equipment or facilities of CenturyLink or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

108.1.1 If CLEC locates equipment or facilities in the Collocation space which CenturyLink determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by CenturyLink in the Building, CenturyLink reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to CenturyLink. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for Collocation.

108.1.2 CLEC's refusal to be responsible for the cost of any necessary air conditioning or other environmental controls shall constitute acceptable grounds for denial of Collocation for technical reasons.

108.2 CenturyLink shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, Interconnection, or provision of service; except that CenturyLink is not obligated to Augment available DC capacity solely to meet CLEC's needs unless CLEC offers to pay for such Augmentation and such Augmentation can be effected within applicable engineering, building and electrical code requirements.

108.2.1 CenturyLink does not warrant or ensure the reliability or quality of the electric service which is provided to its Buildings or any Collocation Space within such Buildings. CenturyLink reserves the right to make changes to the primary and backup electric

service within Buildings where CLEC has Collocation Space, subject to the following: (a) the primary electric service shall continue to be capable of serving the same load that existed at the Building prior to any change, taking into account existing equipment and operations of both CenturyLink and CLEC within the Building, and (b) written notice describing the nature of the change shall be given to CLEC sufficiently in advance should CenturyLink believe such change will impact power delivered to CLEC to reasonably enable CLEC to adjust, replace, reconfigure or augment the service to its Collocation Space or the equipment within such Collocation Space, at its own cost, to coordinate with the electric service which will be available in the Building.

- 108.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of CLEC's equipment shall not exceed the requested capacity.
- 108.2.3 Central Office power supplied by CenturyLink into CLEC's equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.
- 108.2.4 CenturyLink power equipment supporting CLEC's equipment shall:
- a. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar CenturyLink equipment;
  - b. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at Parity with that provided for similar CenturyLink equipment;
  - c. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
  - d. Provide Central Office ground, connected to a ground electrode located within the Collocated space, at a level above the top of CLEC equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

- e. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's Collocation request.
- 108.2.5 CenturyLink shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.
- 108.2.6 CenturyLink shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 108.2.7 CenturyLink will provide CLEC with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in CenturyLink facility. CenturyLink shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 108.2.8 If CenturyLink, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by CLEC in the Collocation space, and thereby poses a potential liability or additional cost to CenturyLink's own operations, CenturyLink may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse CenturyLink for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation space. CLEC shall also pay for additional electricity provided via these circuits.
  - a. CLEC's refusal to be responsible for the cost of any necessary electrical circuits shall constitute acceptable grounds for denial of Collocation for technical reasons.
- 108.3 CenturyLink shall provide fire protection systems in CenturyLink Buildings and on CenturyLink Premises as required by Federal and State regulatory rules and in full compliance with local ordinances. CenturyLink shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.
  - 108.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation space by CenturyLink as required by applicable fire codes.
  - 108.3.2 CenturyLink and CenturyLink's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide CenturyLink and CenturyLink's insurance carriers access to the Collocation space for purposes of such inspections, via pass key or otherwise. CenturyLink agrees to provide CLEC with notice of its intent to access CLEC's Collocation space where, in CenturyLink's sole discretion, such notice is practicable; provided, however, that no failure of CenturyLink to give such notice will affect CenturyLink's right of

access or impose any liability on CenturyLink. CenturyLink will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse CenturyLink for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, CLEC shall, if at fault, and at CenturyLink's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

108.3.3 CLEC is aware the Collocation space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, CenturyLink is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of CenturyLink, its officers, agents or employees.

108.4 CenturyLink shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation space, Building and Premises, in a manner consistent with CenturyLink's normal business practices.

108.4.1 CenturyLink shall not be obligated to inspect the Collocation space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If CenturyLink shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delays are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to CenturyLink, to make such repairs or perform such maintenance and to deduct that cost and expenses from the Physical Collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

108.4.2 CenturyLink shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation space; provided, however, that CenturyLink shall have no obligation to provide such notice if CenturyLink determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by CenturyLink. CLEC shall pay CenturyLink for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation

space.

- 108.4.3 The cost of all repairs and maintenance performed by or on behalf of CenturyLink to the Collocation space which are, in CenturyLink's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to CenturyLink within ten (10) Days after being billed for the repairs and maintenance by CenturyLink.
- 108.5 CenturyLink shall provide CLEC with notice via email three (3) Business Days prior to those instances where CenturyLink or its subcontractors perform work which is known to be a Service Affecting activity. CenturyLink will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after CenturyLink learns that such outage has occurred.
- 108.6 CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of a Force Majeure Event or as a result of an accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts not to interfere with CLEC's use of Collocation space. CenturyLink does not warrant that any service will be free from interruptions caused by Force Majeure Events.
- 108.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation space or any part thereof, or render CenturyLink liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement.
- 108.7 CenturyLink shall have access to CLEC's Physical Collocation space at all times, via pass key or otherwise, to allow CenturyLink to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or CenturyLink, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of CLEC's Collocation space has been established, and if conditions permit, CenturyLink will provide CLEC with notice (except in emergencies) of its intent to access the Collocation space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
- 108.7.1 CenturyLink may enter the Collocation space for the purposes of examining or inspecting same and of making such repairs or alterations as CenturyLink deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation space, and any other loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the willful misconduct of CenturyLink.

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

## **109. CLEC'S OBLIGATIONS**

- 109.1 CLEC shall regularly inspect the Collocation space to ensure that the Collocation space is in good condition. CLEC shall promptly notify CenturyLink of any damage to the Collocation space or of the need to perform any repair or maintenance of the Collocation space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation space). CLEC shall provide regular janitorial service to its Collocation space and keep the Collocation space clean and trash free.
- 109.2 CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the Building, including, without limitation:
- 109.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by CenturyLink for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation space.
- 109.2.2 CLEC will supply to CenturyLink the completed access form for employees or approved vendors who require access to the Premises. CenturyLink may reasonably deny access to any person into the Building. CenturyLink's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with CenturyLink. CenturyLink may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise Building security. The rate for the issuance of security cards is listed on Table 2.
- 109.2.3 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation space. All cards, codes, or keys must be returned upon termination of the applicable Collocation space. CLEC will reimburse CenturyLink actual costs due to unreturned or replacement cards, codes, or keys.
- 109.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to CenturyLink and other parties authorized to access the Premise.
- 109.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.

- 109.2.6 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 109.2.7 Removal of all furniture, equipment or similar articles will be based on local CenturyLink security practices. These security practices will not be more stringent for CLEC than CenturyLink requires for its own employees or CenturyLink's contractors.
- 109.2.8 Before leaving the Collocation space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation space. Any injury to persons or damage to the property of CenturyLink or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify CenturyLink from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
- 109.2.9 CLEC agrees that CenturyLink may provide a security escort for Physical Collocation, at no cost or undue delay to CLEC, to CLEC personnel while on CenturyLink Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation space, if so requested.
- 109.2.10 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by CenturyLink. CLEC shall promptly update this information as changes occur.
- 109.3 CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CenturyLink equipment located in CLEC facility. CLEC shall provide CenturyLink immediate notification by telephone of any emergency power activity that would impact CenturyLink equipment.
- 109.4 CLEC shall not provision and/or install Uninterruptible Power Supply (UPS) systems within the CenturyLink Premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 109.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation space.
- 109.6 CLEC shall provide CenturyLink with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known Service Affecting activity. CLEC will inform CenturyLink by e-mail of any unplanned service outages. The parties will



then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that CenturyLink can take any action required to monitor or protect its service.

109.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation space. If requested by CLEC and at CLEC's expense, CenturyLink will provide basic telephone service with a connection jack in the Collocation space.

109.8 CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation space.

109.8.1 If any governmental bureau, department or organization or CenturyLink's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation space of CLECs in general are located, such changes, modifications, or additions shall be made by CenturyLink and CLEC shall reimburse CenturyLink for the cost thereof in the same proportion as the size of CLEC's Collocation space as compared to the total available Collocation space in the affected portion of the Building.

109.9 CLEC shall identify and shall provide advance notification to CenturyLink in writing of any Hazardous Materials CLEC wants to bring onto the Premises, and will provide CenturyLink copies of any inventories or other data provided to State Emergency Response Commissions (SERCs), Local Emergency Planning Committees (LEPCs), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. §11001, et seq.). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, State or local laws, ordinances, rules and regulations. CLEC will promptly notify CenturyLink of any releases of Hazardous Materials and will copy CenturyLink on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

109.9.1 CLEC shall provide CenturyLink copies of all Material Safety Data Sheets (MSDSs) for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. §1910.1200 and applicable State regulations if such regulations are more stringent.

109.9.2 If CenturyLink discovers that CLEC has brought onto CenturyLink's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, CenturyLink may, at CenturyLink's option and without penalty, terminate the

applicable Collocation space, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to CenturyLink, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation space at the termination of the applicable Collocation space or this Agreement. If CenturyLink elects to terminate the applicable Collocation space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against CenturyLink and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to CenturyLink for Defaults under this Agreement.

109.9.3 CLEC shall indemnify and hold harmless CenturyLink, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, CenturyLink or asserted against CenturyLink by any other party or parties (including, without limitation, CenturyLink's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

109.9.4 For purposes of this Section, Hazardous Materials shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.) or any other federal, State or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

109.10 CLEC shall not do or permit anything to be done upon the Collocation space, or bring or keep anything thereon which is in violation of any federal, State or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of CenturyLink, any other occupant of the Building, their patrons or customers, or the occupants of neighboring

property, or injure the reputation of the Premises.

- 109.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. CenturyLink shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide CenturyLink with equipment profile information prior to installation authorization.
- 109.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation space, without the prior written consent of CenturyLink.
- 109.10.3 CLEC shall not use the name of the Building or CenturyLink for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of CenturyLink.
- 109.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation space as specified in this Agreement without the prior written consent of CenturyLink.
- 109.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which CenturyLink determines is unsightly from outside the Collocation space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 109.10.6 CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus in the Collocation space. CenturyLink may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 109.10.7 CLEC shall not use the Collocation space for meeting, housing, lodging or sleeping purposes.
- 109.10.8 CLEC shall not eat, drink, or smoke in the Collocation space.
- 109.10.9 CLEC shall not bring any animals to the Collocation space except those used by the visually impaired. In the case of such

a need, advance notice is required.

109.10.10 CLEC, its employees, agents, contractors, and business invitees shall:

- a. comply with all rules and regulations which CenturyLink may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation space and its tenants and occupants, and
- b. comply, at its own expense, with all ordinances which are applicable to the Collocation space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation space during the Term of this Agreement or any extension hereof.

109.11 CLEC shall not make installations, alterations or additions in or to the Collocation space without submitting plans and specifications to CenturyLink and securing the prior written consent of CenturyLink in each instance. CenturyLink's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

109.11.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with CenturyLink's transaction of business. CLEC shall permit CenturyLink to inspect all construction operations within the Collocation space.

- a. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation space or the Building, outside or inside, without the prior written consent of CenturyLink.

109.11.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation space by and at the expense of CLEC or others shall become the property of CenturyLink, and shall remain upon and be surrendered with the Collocation space. Upon termination of this Agreement, however, CenturyLink shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation space in the same condition as it was prior to the making of any or all such