

Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.

53.13 Expedites

53.13.1 If expedited service is requested, CLEC will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyLink reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite Service Order charges, as set forth on Table 1, will apply.

53.13.2 CenturyLink will not accept expedite requests for LNP orders.

53.14 Number Administration/Number Reservation

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

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

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

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

53.15 Cancellations

53.15.1 CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date. Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) Days to provision will be excluded from this provision.

53.16 Discontinuance of Service (Snap-back Provision)

53.16.1 If CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, CLEC shall send written notice of such discontinuation to CenturyLink, the Commission, and each of CLEC's End Users. CLEC shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) Days, to the extent commercially feasible, CLEC shall send such notice at least

thirty (30) Days prior to its discontinuation of service.

53.16.2 Such notice must advise each CLEC End User that, unless action is taken by the End User to switch to a different carrier prior to CLEC's proposed discontinuation of service, the End User will be without the service.

53.16.3 Should a CLEC End User subsequently become a CenturyLink customer, CLEC shall provide CenturyLink with all information necessary for CenturyLink to establish service for the CLEC End User, including, but not limited to, CLEC End User's billed name, listed name, service address, and billing address, and the services being provided to CLEC End Users.

53.17 Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 7 and Section 53.15 or to suspend provision of services under Section 9 of this Agreement.

54. UNIVERSAL SERVICE FUND

54.1 In order to collect the costs of CenturyLink's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyLink's End Users are charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyLink are those reseller CLECs who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyLink, CLEC must provide CenturyLink a signed statement certifying that it is reselling the services provided by CenturyLink in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If CLEC does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyLink must report the revenues obtained from the provision of service to CLEC as End User revenues for purposes of calculating and reporting FUSC contributions, and CenturyLink shall be entitled to recover from CLEC the resulting FUSF contributions attributable to such revenues, in accordance with Applicable Law.

54.2 To comply with FCC rules regarding the funding of Universal Service, CLEC is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS" provided by CenturyLink in order to obtain an exemption from paying the FUSC to CenturyLink. In addition, CLEC agrees to provide CenturyLink with an updated annual certification, no later than February 1 of each calendar year, so that CenturyLink may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

54.2.1 It is expressly understood and agreed by the Parties that CLEC's provision to CenturyLink of evidence concerning its making adequate payments into the FUSF, and CLEC's representations to CenturyLink in connection therewith, are subject to the indemnification provisions of Section 25, which, for purposes of this Section, serve to indemnify CenturyLink.

55. BILLING AND PAYMENTS/DISPUTED AMOUNTS

- 55.1 In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in this Agreement, subject to change in law and to the dispute provisions provided herein. CenturyLink may limit or modify the form(s) of payment that will be accepted from time to time. CenturyLink will not accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by CenturyLink.
- 55.2 CLEC must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in CenturyLink's appropriate FCC Tariff. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide.
- 55.3 Recurring Charges, other than Usage Charges, for Telecommunications Services provided hereunder are applied on a monthly basis. For billing and crediting purposes, a month is presumed to have thirty (30) Days, regardless of the actual Days in a given month.
- 55.4 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.
- 55.5 To the extent that CLEC orders blocking, CLEC is responsible for blocking charges. If blocking services are not ordered, CLEC will be responsible for all charges for 700, 900, and 976 services, or other services of similar type made by CLECs End Users.
- 55.6 Billing Specifications
- 55.6.1 The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).
- 55.6.2 Usage Measurement: Usage measurement for calls shall begin when answer supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.
- 55.6.3 At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.
- 55.6.4 Each Party shall calculate terminating MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the

Parties shall otherwise agree on an alternate arrangement.

- 55.7 Billing for Access Services will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.
- 55.8 Upon request by CLEC and to the extent CenturyLink is providing call records for Transit Traffic to other terminating providers served by the same Tandem, CenturyLink will also provide such records to CLEC.
- 55.9 CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access traffic and Transit Traffic records. CenturyLink will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 55.10 The Parties will bill each other in a timely manner. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 55.11 Except for billing pursuant to a Section 16 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.
- 55.12 Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.
- 55.13 If the Bill Due Date is a Saturday, Sunday, or has been designated a Federal or bank holiday, payment is due by the next Business Day.
- 55.14 Any undisputed amount not received by the billing Party by the Bill Due Date, shall be assessed a late payment charge on the past due balance. The billed Party agrees to pay a late payment charge of one and one-half percent (1.5%), compounded monthly, provided however, that the billing Party shall not charge a late fee which exceeds the maximum amount permitted under any Applicable Laws. Such late payment charges shall be included on the next billing invoice.
- 55.15 If any portion of an amount billed under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall

include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the CenturyLink website. Disputed billing claims shall be submitted no later than the Bill Due Date.

- 55.15.1 If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges.
- 55.15.2 Payment of billed amounts that are subsequently disputed after the Bill due Date, or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of such Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.
- 55.16 If a disputed charge is resolved in favor of the Billing Party, the billed Party shall pay the disputed charges and any applicable late payment charges in full no later than the next Bill Due Date following resolution of the dispute.
- 55.17 If the dispute is resolved in favor of the billed Party, the Billing Party will adjust the Billing after the resolution of the dispute and will credit the Billed Party for the granted disputed charges and any associated billed late payment charges.
- 55.18 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to the dispute Resolution Section of this Agreement. For purposes of this Section, non-resolution occurs when neither Party agrees whether the billing is incorrect or correct; i.e., when the billing Party has issued neither a correction nor a denial.
- 55.18.1 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, and the Billed Party does not provide written notice of escalation of the dispute within such timeframe, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges, becomes immediately due.
- 55.19 Notwithstanding Sections 55.18 and 55.18.1, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to the Dispute Resolution Section of this Agreement. Such notice may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amounts and all withheld amounts, including

accumulated late payment charges become immediately due.

- 55.19.1 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to the Dispute Resolution Section of this Agreement. following a notice of denial under Section 55.11 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement..
- 55.19.2 Failure by the billed Party to make a timely response to a notice of denial under Section 55.19 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 55.
- 55.20 Both CLEC and CenturyLink agree to expedite the investigation of any Disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to escalating the billing dispute pursuant to the Dispute Resolution Section of this Agreement.
- 55.21 A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.
- 55.22 Effect of Non-Payment
 - 55.22.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 7.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 44. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.
 - 55.22.2 Notwithstanding Section 55.22.1 above, if the billed Party does not pay all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or

related services provided under this Agreement on or after the thirtieth (30th) day following the Bill Due Date after providing written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders pursuant to Section 55.22.1 so long as the appropriate dates for each consequence are listed therein. If the services are disconnected and the billed Party subsequently pays all such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 44. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

55.22.3 Notwithstanding Sections 55.22.1 and 55.22.2 above, if the billing Party is forced to undertake collection efforts for undisputed, Defaulted or post-termination amounts outstanding or for Disputed Amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party for any and all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

56. AUDITS

56.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Audit shall mean a comprehensive review of bills for services performed under this Agreement; Examination shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the Requesting Party) may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will

include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

- 56.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 56.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a Special Data Extraction shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 56.4 Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 55.12 above.
- 56.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 56.6 On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.
- 56.7 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

57. CENTURYLINK OSS INFORMATION

- 57.1 Subject to the provisions of this Agreement and Applicable Law, CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use

CenturyLink OSS Information during the term of this Agreement, for CLEC's internal use for the provision of Telecommunications Services to CLEC End Users in the State.

57.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, CLEC shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.

57.2.1 CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 13.

57.2.2 CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except CLEC's employees, agents or contractors, in accordance with Section 57.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 57.2.3 below.

57.2.3 CLEC's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for CLEC's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 13 and Sections 57.2.1 and 57.2.2 above. CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.

57.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 7, 55 and 57.7.1 below), CLEC's access to, and use of, CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

57.3.1 CenturyLink shall have the right (but not the obligation) to audit CLEC to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement with regard to CLEC's access to, and use and disclosure of, CenturyLink OSS Information.

57.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor CLEC's access to and use of CenturyLink OSS Information, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.

57.3.3 Information obtained by CenturyLink pursuant to this Section 57 shall be treated by CenturyLink as Confidential Information of CLEC pursuant to Section 13; provided that, CenturyLink shall have the right to use and disclose information pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

- 57.3.4 All CenturyLink OSS Information received by CLEC shall be destroyed or returned by CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.
- 57.3.5 All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.
- 57.4 The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink End Users provided by Applicable Law.
- 57.5 CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for CLEC to become the customer's service provider shall be a material breach of this Agreement.
- 57.6 CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink's OSS services in accordance with this Article and shall be deemed Confidential Information and subject to the terms, conditions and limitations set forth in this Article.
- 57.7 Liabilities And Remedies
 - 57.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 57 and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to CLEC, to suspend or terminate the right to use CenturyLink OSS services granted by Section 57.1 above and/or the provision of CenturyLink OSS services, in whole or in part.
 - 57.7.2 CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 57.7.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
 - 57.7.3 Any breach of any provision of this Article by any employee, agent, or contractor of CLEC shall be deemed a breach by CLEC.
- 57.8 Cooperation
 - 57.8.1 CLEC, at CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services. Such

cooperation shall include, but not be limited to, the following:

57.8.2 CLEC shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services.

57.8.3 Upon CenturyLink's request, CLEC shall participate in reasonable cooperative testing of CenturyLink OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services.

57.9 Future Enhancements To CenturyLink OSS Facilities

57.9.1 Subject to the requirements of Applicable Law, the specific OSS and OSS access method(s) offered will be determined by CenturyLink and may be changed by CenturyLink without the consent of CLEC.

57.9.2 If CenturyLink makes enhancements to the existing OSS, the Parties agree that to the extent practicable, CLEC will use the enhanced OSS and specified OSS access method(s). CenturyLink may at its option discontinue any OSS or OSS access method that an enhancement has been designed to replace.

58. PROVISION OF USAGE DATA

58.1 Recorded Usage Data includes, but is not limited to, the following categories of information:

58.1.1 Use of CLASS/LASS/Custom Calling Features that CenturyLink records and bills for its End Users on a per usage basis;

58.1.2 Calls to Directory Assistance where CenturyLink provides such service to a CLEC End User;

58.1.3 Calls completed via CenturyLink provided Operator Services where CenturyLink provides such service to CLEC's local service End User and where CenturyLink records such usage for its End Users using Industry Standard Telcordia EMI billing records;

58.1.4 Access records related to long distance calling;

58.1.5 CenturyLink -provided Centrex Service, station level detail.

58.2 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data for information exchange regarding long distance and access billing. To the extent Technically Feasible, each Party shall record all call detail information associated with completed long distance and access calls originated by or terminated by such Party, and long distance calls transited through such Party's network to the terminating provider to the same extent that such Party records such data for its End Users and records for billing of Interexchange carriers. These records shall be

provided at a Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. The procedures and limitations governing bill media, including the availability of secondary media, which are used to transmit the records, and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide. These records shall be transmitted to the other Party on non-holiday Business Days. CenturyLink and CLEC agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.

58.3 Except as stated in the preceding Section, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CLEC Usage Information will be provided to CLEC shall be determined by CenturyLink.

58.4 General Procedures

58.4.1 CenturyLink shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) Day period, CenturyLink shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) Day period has expired, CenturyLink may provide the data back-up at CLEC's expense.

58.4.2 CenturyLink shall provide to CLEC, Recorded Usage Data for CLEC End Users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

58.4.3 CenturyLink shall not bill directly to CLEC End Users any recurring or non-recurring charges for CLEC's services to the End User except where explicitly permitted to do so within a written agreement between CenturyLink and CLEC.

58.4.4 CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

58.4.5 CenturyLink shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

58.5 Charges

58.5.1 Access Services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of CenturyLink and CenturyLink shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

58.5.2 CenturyLink will deliver one monthly statement for Usage Data Billing Services in the medium selected by CLEC in the start-up process.

a. Invoices will be provided in a standard Carrier Access Billing format or other such format as CenturyLink may determine;

- b. Where local usage charges apply and message detail is created to support available services, CLEC will pay CenturyLink for providing such call detail;
 - c. The Parties will work cooperatively to exchange information to facilitate the billing of Incollect/Outcollect and inter/intra-region alternately billed messages. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
 - d. CenturyLink shall bill for message provisioning and the provision of usage records.
- 58.6 Other Billed Charges. CLEC is responsible for all charges incurred by CLEC's End Users.
- 58.7 Lost Data
- 58.7.1 Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.
 - 58.7.2 Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in this Section. Where actual data are not available, a full Day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such Day from the estimated total for such Day.
 - 58.7.3 Complete Loss. When CenturyLink is unable to recover data as discussed in this Section, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, demagnetized before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
 - 58.7.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding Days of the weeks preceding that in which the loss occurred and

compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message (ARPM) agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

58.7.5 If the Day of loss is not a holiday but one (1) or more of the preceding corresponding Days is a holiday, CenturyLink shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the Day of the week that is the Day of the loss.

58.7.6 If the loss occurs on a weekday that is a holiday (except Christmas Day and Mother's Day), CenturyLink shall use volumes from the two (2) preceding Sundays.

58.7.7 If the loss occurs on Mother's Day or Christmas Day, CenturyLink shall use volumes from that Day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

58.8 Testing, Changes and Controls

58.8.1 The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.

58.8.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review and errors must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.

58.9 CLEC Requested Changes

58.9.1 CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.

58.9.2 When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

58.10 Rejected Recorded Usage Data

58.10.1 Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink in their original format.

58.10.2 CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume

liability for errors and unguideables caused by CenturyLink.

58.10.3 All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.

58.11 Data Validation Files

58.11.1 Upon request, CenturyLink will provide CLEC with any of the following Data Validation Files at the rates identified in Table 1. At CenturyLink's option, the files will be provided via downloadable, email, or other electronic format:

- a. MSAG
- b. Feature/Service Availability by Switch
- c. Directory Names
- d. Class of Service Codes
- e. Community Names
- f. Yellow Page Headings
- g. PIC/LPIC (InterLATA/IntraLATA)

58.11.2 CLEC may obtain a data validation file not more than once per quarter.

58.12 Usage Recording for Resold Services

58.12.1 CenturyLink shall record all usage originating from CLEC End Users using resold services ordered by CLEC, where CenturyLink records those same services for CenturyLink End Users.

59. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

59.1 CenturyLink shall have the right to access, use and disclose information related to CLEC End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by the CLEC in the manner required by Applicable Law.

59.2 Upon request by CenturyLink, CLEC shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to CLEC's Operations Support Systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems at terms no less favorable than CenturyLink provides to CLEC, to permit CenturyLink to obtain information related to CLEC End Users (as authorized by the applicable CLEC), to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

60. NETWORK MANAGEMENT

60.1 CLEC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and

national security agencies) for network management purposes. In addition, the Parties will apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

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

61. MAINTENANCE AND REPAIR

- 61.1 In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.
- 61.2 CenturyLink shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that CenturyLink is able to

test, in accordance with the terms and conditions of this Agreement.

- 61.3 During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.
- 61.3.1 For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.
- 61.4 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 61.5 All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.
- 61.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and
- 61.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.
- 61.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point, then CLEC will bear the cost.

62. INTENTIONALLY LEFT BLANK

ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

63. SERVICES COVERED

63.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.

63.1.1 This Article governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic and Transit Traffic between CenturyLink and CLEC.

63.1.2 The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access Tariffs. As required by the applicable Tariff, any Local Traffic routed over Feature Group D trunks is subject to the applicable access Tariff and rates.

63.1.3 In the event CLEC routes any traffic to CenturyLink in violation of this Agreement, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates.

63.1.4 Each Party is solely responsible for the services it provides to its End Users and to other providers.

64. NETWORK INTERCONNECTION METHODS

64.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the Interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.

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64.3 Physical Architecture

64.3.1 CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the

Parties will agree to a physical architecture plan for a specific LATA, or if appropriate based on other requirements in Section 64, Local Calling Area. The physical architecture plan, as described in the Local Interconnection POI Profile, will be discussed during joint implementation planning. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV.

64.3.2 Intentionally Left Blank.

64.3.3 Each Party is solely responsible for the facilities that carry OS/DA, 911 or Mass Calling for their respective End Users. Separate trunks ordered via ASRs at Tariffed rates must be utilized for connecting CLEC's switch(es) to each of these services.

64.3.4 Trunk requirements for forecasting and servicing shall be based on an overall blocking objective of one percent (1%) during the average time-consistent busy hour, as defined by standard trunk traffic engineering principles. For the final trunk groups between a CLEC End Office and a CenturyLink End Offices, direct trunk groups are to be engineered with a blocking objective of one percent (1%). Trunks to access Tandems carrying Jointly Provided Switched Access Traffic and all other Tandem trunk groups are to be engineered with a blocking objective of one-half percent (0.5%).

64.4 Points of Interconnection (POIs)

64.4.1 CLEC must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement. CLEC shall establish additional POIs under the following circumstances:

- a. CLEC must establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 63.1 with CenturyLink or where it has established codes within that Tandem serving area.
- b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 64.4.2.
- c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI at each CenturyLink End Office Switch that subtends a non-

CenturyLink Tandem based on the thresholds as set forth in Section 64.4.2 being met.

- d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 63.1 with CenturyLink and does not meet the requirements for Indirect Interconnection.

64.4.2 POI Thresholds

- a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and Remote Switches, any traffic from Remote Switches will be included in the MOU determination of the traffic from the host End Office.
- b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges between the Party and the Tandem owner exceed five-hundred dollars (\$500.00) for one month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days.

64.4.3 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 64.4.1 and 64.4.2 of this Article has occurred.

64.4.4 CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 64. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to a POI.

64.4.5 Provided that CLEC chooses a method of Interconnection in Section 64.5.1, 64.5.3 or 64.5.4, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined in Section 64.5. When CLEC uses the BFR process to establish

a POI, the CLEC shall bear all reasonable costs associated with transport on both sides of the physical point where the two networks connect to reach CenturyLink's End Office/host office or Tandem Switch

64.4.6 CLEC shall be required to establish a CLLI Code for the message/trunk ACTL, at the CenturyLink Tandem or End Office Switch where the POI is located.

64.4.7 CLEC must use an Operating Company Number (OCN) when ordering Local Interconnection Trunks and Interconnection Facilities from this Agreement.

64.5 Network Interconnection Methods for Direct Interconnection

64.5.1 Leased Facility

a. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 63.1. CenturyLink's special Access Service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)2. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)3. CLEC may also lease access facilities from a third party.

b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

64.5.2 Mid Span Fiber Meet.

a. The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and Technically Feasible point between CenturyLink's Serving Wire

Center End Office and CLEC's Premises, and will be within the area served by the CenturyLink Serving Wire Center.

2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each Party and the ability to control the environment.
3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.
4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.
5. CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other Trunk ACTL required for the trunks in this Agreement.
6. The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

64.5.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC's location is in a third party ILEC's territory and CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased access facilities jointly provisioned by CenturyLink and such third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.

64.5.4 Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection Facilities.

64.5.5 The Parties may establish other Technically Feasible methods of Interconnection via the BFR process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product. Such other methods may require this Agreement to be amended.

64.6 Direct Interconnection at the CenturyLink Tandem

64.6.1 Subject to Section 64.4, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection to the CenturyLink End Offices, Remote Switches and NXXs which subtend that Tandem Switch.

64.6.2 In accordance with Section 67, Interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to

Telecommunications Carriers which are connected to that same Tandem Switch.

- 64.6.3 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's Access Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.
- 64.7 Direct Interconnection at the CenturyLink End Office
- 64.7.1 Interconnection to a CenturyLink End Office Switch will provide CLEC local interconnection to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that host End Office Switch. However, CLEC may not directly connect to a Remote Switch nor can a Remote Switch be a POI.
- 64.7.2 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's Access Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.
- 64.8 Indirect Network Connection
- 64.8.1 For purposes of this Agreement, Indirect Traffic means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's Tandem switch both provides the intermediary Transit Service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CLEC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Connection will be allowed only on routes between CenturyLink End Offices and a CLEC switch in instances where, and only so long as, none of the POI thresholds set forth in Section 64.4.2 have been reached.
- 64.8.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic to and receiving such traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.
- 64.8.3 If CLEC has not established a POI within thirty (30) Days after

notification from CenturyLink that CLEC has exceeded the POI Threshold in Sections 64.4.2, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.

64.8.4 To the extent a Party combines Local Traffic, IntraLATA LEC Toll Traffic and Toll VoIP-PSTN Traffic on a single trunk group for indirect delivery through a third party ILEC's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details.

a. Such PLUs will be verifiable with either call summary records, call detail samples, or traffic study documentation. The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.

65. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

65.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by CenturyLink and CLEC and provides descriptions of the trunking requirements between CLEC and CenturyLink. This Section describes the required and optional trunk groups.

65.2 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN on all calls. All privacy indicators will be honored. Unless there is a waiver pending or the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

65.3 The Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, except for Toll VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Service Traffic (as defined by MECAB and MECOD) and such trunks shall be ordered out of and subject to the applicable access Tariffs. In the event CLEC uses the Local Interconnection Trunks for any traffic in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the

rates applicable to access traffic.

65.4 One Way and Two Way Trunk Groups.

65.4.1 The Parties agree to jointly establish, provision and maintain bi-directional two-way trunk groups for Local Traffic, Transit Traffic, VoIP-PSTN Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize SS7 signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not Technically Feasible to use SS7 or where CenturyLink otherwise agrees to use MF.

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65.4.3 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.

65.4.4 For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.

65.4.5 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

- a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a conversion plan to identify all trunks, processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking from directionalized to bi-directionalized arrangements, if such conversion is desired by either Party.

65.4.6 Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.

- a. Ancillary trunk groups will utilize SS7 protocol. Multi-frequency (MF) signaling protocol may only be used where

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

- b. Separate trunk groups may be required by CenturyLink for certain traffic types including, but not limited to:
 - 1. 911/E911 Trunks;
 - 2. Mass Calling Trunks, if applicable; and
 - 3. Toll Free Service trunks where CLEC provides such service to its End User customers.

65.5 Trunk Groups

65.5.1 The Parties shall provide all SS7 signaling information pursuant to Signaling Parameters Section 65.2. Where required, network signaling information such as transit network selection (TNS) parameter, Originating Line Information Parameter (OLIP) and CIC/OZZ ANI information digits (II) (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

65.5.2 CLEC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types.

- a. Any Local Traffic routed over Switched Access Service trunks will be billed the intrastate terminating access rate. Neither Party shall route Switched Access Service traffic over Local Interconnection Trunks.
- b. Each Party shall only deliver traffic over the Local Interconnection Trunk Groups to the other Party's Tandem or End Office for those NXX Codes served by that Tandem or End Office as applicable in accordance with the LERG.

65.6 Trunk Servicing

65.6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an ASR. CLEC will have administrative control for the purpose of issuing ASR's on both two-way and one-way trunk groups. Parties will jointly manage the capacity of Local Interconnection Trunk Groups.

65.6.2 Should CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard set forth in Section 64.3.4. CenturyLink is not obligated to provide such trunking unless CLEC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.

65.6.3 Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using design utilization criteria stated in Section 65.6.4.

- 65.6.4 Underutilization: Underutilization of Interconnection Trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months is greater than the current need. This over-provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage will be handled in the following manner:
- a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under 90% of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases POI requirements and grade of service objectives shall be maintained.
 - b. CLEC will send an ASR to CenturyLink to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
 - c. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.
- 65.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.
- 65.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the CenturyLink Website. If either CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.
- 65.9 Trunk Data Exchange
- 65.9.1 Each Party agrees to service trunk groups to the blocking criteria in Section 64.3.4 in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) Day study period. The Parties agree that twenty-one (21) Days is the study period duration objective unless mutually agreed otherwise. The study period will not include a holiday.
- 65.10 Network Management
- 65.10.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network

from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.

65.10.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

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

65.11 Technical Interfaces

65.11.1 CLEC is responsible for provisioning its traffic to CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.

65.11.2 Standard Interconnection facilities shall be extended superframe (ESF) with B8ZS line code where Currently Available.

65.11.3 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where Technically Feasible and available as defined in GR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, CenturyLink signaling services to link its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's STPs to connect to CenturyLink's STPs via "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the CenturyLink Tariff.

65.12 Responsibilities of the Parties

65.12.1 CLEC and CenturyLink will work cooperatively to install and maintain a reliable network. CLEC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and State government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

65.12.2 CLEC and CenturyLink will review engineering requirements as necessary and establish semi-annual forecasts for facilities utilization provided under this Article.

65.12.3 CLEC and CenturyLink will provide trained personnel with

- adequate and compatible test equipment to work with each other's technicians.
- 65.12.4 CLEC and CenturyLink will notify each other when there is any change affecting the service requested, including the due date.
- 65.12.5 CLEC and CenturyLink will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each Party.
- 65.12.6 CLEC and CenturyLink will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.
- 65.12.7 CLEC and CenturyLink will share responsibility for all control office functions for Local Interconnection Trunks and trunk groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 65.12.8 CLEC and CenturyLink will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 65.12.9 CLEC and CenturyLink will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
- 65.12.10 CLEC and CenturyLink will advise each other if there is an equipment failure which may affect the Interconnection trunks.
- 65.12.11 CLEC and CenturyLink will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.
- 65.12.12 CLEC and CenturyLink will provide to each other test-line numbers and access to test lines.
- 65.12.13 CLEC and CenturyLink will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 65.13 Neither Party shall use any Interconnection, function, facility, product, Network Element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its Affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment,

including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

66. INTERCARRIER COMPENSATION

66.1 General Terms

66.1.1 For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call, except as may otherwise be specified herein for VoIP-PSTN Traffic.

66.1.2 VoIP-PSTN Traffic

a. Local VoIP-PSTN Traffic. CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) since the actual geographic end points of a particular VOIP-PSTN Traffic call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling with respect to VNXX Traffic which otherwise constitutes VOIP-PSTN Traffic, nor shall this paragraph affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic.

b. Toll VoIP-PSTN Traffic

1. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 63.1.2. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction

method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call since the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular VOIP-PSTN Traffic call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. In addition, if information is available to identify the actual geographic location of traffic originated or terminated to an End User, then the Parties may jointly agree that the proxy method described herein shall not be used for such calls. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

2. The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access Tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

2.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.

3. Any factors established by the Parties under Section 66.1.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

66.2 Compensation for Transport and Termination of Local Traffic

- 66.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.
- 66.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1.
- 66.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other Party for termination.
- 66.2.4 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.
- 66.2.5 Recording for Reciprocal Compensation
 - a. Each Party will calculate terminating MOU based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, measurement of MOU over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.
- 66.2.6 Recording for Indirect Interconnection
 - a. For any traffic exchanged between the Parties via third party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.
- 66.2.7 Intentionally left blank
- 66.2.8 Billing Elements for Interconnection Facility
 - a. Local Interconnection Entrance Facility
 - 1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.
 - 2. If CLEC chooses to provision facilities over an existing facility purchased as special Access Service from the CenturyLink state or FCC access

Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.

- 3 If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.
- b. Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. DTT is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.
1. When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Tandem Switching and Common Transport rate elements apply for delivery of traffic to the terminating End Office Switch.
 2. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.
 3. If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties.
 - (i) CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility based on the portion defined in (ii) and at the rates in Table 1.
 - (ii) CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by

CenturyLink using the following to assign the minutes for which CenturyLink is responsible:

- All Local Traffic MOU that CenturyLink originates and sends to CLEC.
- All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
- All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

66.2.9 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the Tariffed rates apply instead of the MUX rates from Table 1.

66.2.10 Trunk Nonrecurring charges

66.2.10.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

66.2.10.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

66.2.10.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

66.2.11 For purposes of compensation between the Parties, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA-NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA-NXX code.

66.3 Compensation of non-Local Traffic

66.3.1 Percent Local Usage

- a. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local Traffic, the Parties agree to compensate one another

based on the rates included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.

- b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 66.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.

66.3.2 Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area and calls to an ISP which are placed on a non-local basis (e.g. toll calls or 8YY calls) are non-Local Traffic for compensation purposes and will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.

66.3.3 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. VNXX Traffic shall be subject to originating or terminating switched access charges of the Party that originates or terminates such calls, provided however, the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic. Both Parties represent and warrant that they are not providing VNXX Service and will not do so unless they provide advance written notice to the other Party. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged with the other Party, and each Party will provide data necessary to determine the physical, geographic location of the End User premise which is associated with an NPA-NXX-XXXX. If a Party determines that the other Party is providing VNXX Service and is exchanging VNXX Traffic, access charges apply from the date that the exchange of VNXX Traffic began.

66.3.4 Intentionally Left Blank

66.3.5 Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be

compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

67. TRANSIT TRAFFIC

- 67.1 Transit Service terms in this Agreement are for the delivery of Transit Traffic. Any Jointly Provided Switched Access Traffic that transits the CenturyLink network will not be considered Transit Traffic and any network functions provided by CenturyLink in connection with such Jointly Provided Switched Access will be provided to the IXC at Switched Access Service rates.
- 67.2 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another service provider, rates applicable to Transit Service will apply in addition to any query rates.
- 67.3 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its End User to a local End User of: (1) other CLECs, (2) other ILECs (including any CenturyLink ILEC Affiliates who may be a Party to this Agreement, other than the CenturyLink ILEC Affiliate providing the Transit Service), and (3) CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink Tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink Tandem (i.e., double Tandem Transit Traffic) where the NPA-NXX of the number called is rated within CenturyLink's Tandem serving area, and CLEC shall compensate CenturyLink for the Transit Service and reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double Tandem Transit Traffic routed by CLEC.
- 67.4 Intentionally Left Blank
- 67.5 In the event Transit Traffic originated by CLEC is blocked by a third party, CenturyLink shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay, and CLEC indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by CLEC.
- 67.6 Payment Terms and Conditions
- 67.6.1 CLEC shall pay a Transit Service Charge as set forth in Table 1 for any Transit Traffic routed to CenturyLink by CLEC.
- 67.6.2 CLEC shall be responsible for payment of Transit Service charges on Transit Traffic routed to CenturyLink by CLEC and for any charges assessed by the terminating carrier. CLEC agrees to enter into traffic exchange agreements with third-parties prior to routing any Transit Traffic to CenturyLink for delivery to such third parties, and CLEC will indemnify, defend and hold harmless CenturyLink against any and all charges levied by such third-party terminating carrier with respect to

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

67.7 Exchange of Data

67.7.1 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/ SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. The Parties agree to send all message indicators received.

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

67.9 In the event a third party files a complaint or other legal action against CenturyLink, or threatens to do so, as a result of a controversy involving Transit Traffic originated by CLEC which is routed to such third party, then upon written notice CenturyLink may require CLEC to (i) directly interconnect with such third party, or (ii) to otherwise cease using Transit Service of CenturyLink for delivery of CLEC-originated traffic to such third party, (iii) or to take such other action which may be mutually acceptable to CenturyLink, and CLEC, in order to protect and remove CenturyLink from such controversy, and CenturyLink may seek legal or equitable relief for purposes of enforcing this paragraph.

ARTICLE VI. UNBUNDLED NETWORK ELEMENTS

68. INTRODUCTION

- 68.1 This Article sets forth the terms and conditions pursuant to which CenturyLink will furnish CLEC with access to UNEs pursuant to §251(c)(3) of the Telecommunications Act for the provision by CLEC of a Telecommunications Service in CenturyLink's incumbent Local Exchange areas. Notwithstanding any other provision of this Agreement, CenturyLink shall only be obligated to provide UNEs and UNE Combinations to CLEC to the extent required by this Agreement and Applicable Law.
- 68.2 CLEC shall pay CenturyLink the recurring and non-recurring charges listed in Table 1 or, if not listed on Table 1, as listed in the applicable Tariff, or as agreed to by the Parties in accordance with Section 68.3 for the UNEs provisioned.
- 68.3 If CLEC procures any UNEs, UNE Combinations and/or other services for which rates are not currently in this Agreement, CenturyLink then reserves the right to charge CenturyLink's then standard rates, if any, for such UNEs, UNE Combinations and/or other services, or to develop a rate using an appropriate methodology, which rate shall be subject to dispute resolution, if necessary.
- 68.4 Access to UNEs shall be provided by CenturyLink under this Agreement only over such routes, technologies, and facilities as CenturyLink may be required by applicable law to make available to CLEC. Where facilities and equipment are not available, CenturyLink will not be required to provide UNEs.
- 68.5 Subject to the terms herein, CenturyLink is responsible only for the installation, operation and maintenance of the as-ordered UNEs it provides pursuant to the terms of this Agreement. CenturyLink is not otherwise responsible for any services provided by CLEC through the use of those UNEs.
- 68.6 Operations Support Systems (OSS). CenturyLink will offer unbundled access to CenturyLink's OSS to the extent Technically Feasible in a non-discriminatory manner. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information. The OSS element includes access to all Local Loop Qualification information contained in CenturyLink's databases or other records, including information on whether a particular Local Loop is capable of providing Advanced Services.

69. USE OF UNES

- 69.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyLink will provide CLEC with nondiscriminatory access to the UNEs made available in accordance with the terms and conditions of this Agreement. CenturyLink will provide access to UNEs where Technically Feasible.
- 69.2 Subject to the terms and conditions of this Article, CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyLink Network Elements or UNEs (Combinations) in order to permit CLEC to provide Telecommunications

Services to its End Users. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine CenturyLink provided UNEs with any and all facilities and services whether provided by CenturyLink, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or Tariffed Access Services obtained from CenturyLink as provided for in this Agreement. UNEs provided to CLEC under the provisions of this Agreement remain the property of CenturyLink.

69.3 Non-impaired Wire Centers and Related Processes

69.3.1 Wire Centers that have been identified by CenturyLink as Tier 1 and Tier 2 Wire Centers and Wire Centers in which the number of Business Lines and Fiber-based Collocators exceed the thresholds for DS1 and DS3 Loops, as described in Section 72.8 and Section 72.9, are listed on CenturyLink's Website (the Non-impaired Wire Centers).

69.3.2 Restrictions on DS1 and DS3 UNE Loops. CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Loops within Non-impaired Wire Centers where the number of Business Lines and Fiber-based Collocators exceed the thresholds described in Section 72.8 and Section 72.9 or where the number of such UNE Loops would exceed the maximum quantities of such UNE Loops which are specified in those sections.

69.3.3 Restrictions of DS1 and DS3 Transport. CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Transport circuits between Wire Centers which do not satisfy the tier classifications which are described in Section 76.3 and Section 76.4 or where the number of such circuits would exceed the maximum quantities which are described in those sections.

69.3.4 If CLEC has any DS1 and DS3 Loops or Transport UNEs in service as of the Effective Date of this Agreement which CenturyLink is not required to provide pursuant to Section 69.3.2 and Section 69.3.3 above, or if CLEC thereafter has any DS1 and DS3 Loops or Transport UNEs which exceed the maximum quantity allowed for such UNE services, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements. Such back billing shall cover a period back to either the date the UNE service was installed or the date the service became non-impaired, whichever is shorter, or if the UNE service exceed the maximum quantity allowed for such UNE service, the period shall extend back to the date on which the UNE service was installed. If CLEC fails to submit the necessary orders to convert such UNEs to alternative service arrangements within thirty (30) Days of the Effective Date of this Agreement or notice by CenturyLink, CenturyLink will be entitled to convert the UNEs to comparable Access Services at

applicable monthly services rates, and to assess an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

69.3.5

If CenturyLink identifies Wire Centers in addition to those currently listed on CenturyLink's Website that exceed the applicable FCC impairment thresholds or if the Wire Centers previously designated as non impaired change classifications based upon the applicable FCC impairment thresholds, then the following provisions shall be applicable;

- a. CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its Website (the Non-impairment Notice Date).
- b. CLEC will not order new DS1, DS3 and Dark Fiber Loops or Transport UNEs for the newly identified or reclassified Wire Centers beginning thirty (30) Days after the date of the notice (the Non-impairment Effective Date).
- c. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, and submits a self-certification in accordance with (f) below, then CLEC may submit orders to obtain high-capacity Loops or Transport UNEs in such Wire Center, and CenturyLink shall process such orders, until a determination is made pursuant to (f) below that CLEC is not entitled to order high-capacity Loops or Transport in such Wire Center.
- d. Except as provided in (f) below, CLEC must submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement within sixty (60) Days of the Non-impairment Notice Date (except for Dark Fiber UNEs which shall be subject to the transition period specified in the following paragraph) and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements to a date which is sixty (60) Days after the Non-impairment Notice Date. If CLEC fails to submit the necessary orders before the end of sixty (60) Days from the Non-impairment Notice Date, CenturyLink will be entitled to convert the UNEs to comparable Access Services and to assess an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.
- e. Except as provided in (f) below, CLEC must begin negotiations to disconnect or convert to an alternative service any Dark Fiber UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers within sixty (60) Days

of the Non-impairment Notice Date, and CLEC shall be subject to back billing at a rate which is applicable to the alternative service, or if no alternative service is arranged, then at a rate which is equal to the highest special access Dedicated Transport rate available under CenturyLink's Tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, CenturyLink may disconnect such Dark Fiber six (6) months after the Non-impairment Notice Date.

- f. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, then CLEC shall have sixty (60) Days from the Non-impairment Notice Date to provide a self-certification to CenturyLink that, to the best of CLEC's knowledge, and based upon reasonably diligent inquiry undertaken by CLEC, the Wire Center does not meet the non-impairment thresholds. CLEC shall provide a blanket certification letter or other mutually agreed upon form to document its compliance with such diligent inquiry, and CLEC will maintain appropriate records that document what information CLEC relied upon to support its self-certification. If CLEC does not convert existing high-capacity Loop or Transport UNEs or if CLEC submits orders for high-capacity Loops or Transport UNEs pursuant to such self-certification and it is subsequently determined by mutual agreement of the Parties or pursuant to the Dispute Resolution procedures of this Agreement that the Wire Centers were properly identified or reclassified by CenturyLink, then CLEC shall have thirty (30) Days from the date of such determination to submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement (except for Dark Fiber UNES which shall be subject to the transition obligations in paragraph (e) above) and shall be subject to backbilling in the same manner as provided in Section 69.3.4 and Section 69.3.5 above, as the case may be.

69.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.

69.4.1 Any combination of the following, where both are provided by CenturyLink, are subject to the EEL use restrictions in this Agreement. Such restrictions apply irrespective of the manner in which the Local Loops and transport are combined.

- a. high capacity Local Loops (DS1, DS3), to the extent available, and special access transport (a Commingled facility); or

- b. special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a Commingled facility); or
 - c. high capacity Local Loops (DS1, DS3) and Dedicated Transport (DS1, DS3).
- 69.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting CenturyLink's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service.
- 69.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services, or long distance services. Facilities connecting CenturyLink's network and Interexchange Carriers' networks used by the Interexchange Carrier to provide such services to End Users do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for Interexchange Services.
- 69.4.4 CLEC may not order or use a UNE for CLEC's own use, administrative or otherwise.
- 69.4.5 An Information Service is not an eligible Telecommunications Service except that CLEC can use unbundled Local Loops to provide xDSL services in accordance with this Agreement.

70. INTENTIONALLY LEFT BLANK

71. NETWORK INTERFACE DEVICE

- 71.1 Apart from its obligation to provide the existing Network Interface Device (NID) functionality as part of an unbundled Local Loop or subloop, CenturyLink also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to this Section and its subsections, CenturyLink shall provide access to the existing NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Table 1.
- 71.2 Under no circumstances shall CLEC connect to either side of the NID or to the End User's Inside Wiring unless the CenturyLink network is first properly disconnected from the End User's Inside Wiring as set forth in this Article.
- 71.3 Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a Building, maintenance and control of the End User's inside wiring (i.e., on the End User's side of the Demarcation Point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's Inside Wire on the End User's side of the Demarcation Point must be resolved by the End User.
- 71.4 CLEC may obtain unbundled access to the NID on CenturyLink's network side or the End User access side on a stand-alone basis to permit CLEC to connect its own loop facilities to the Premises wiring. CLEC may not connect to the End User access side of the NID except as a UNE in accordance with

these terms.

- 71.5 CLEC may elect to disconnect CenturyLink's Local Loop from the NID on the End User access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID. CenturyLink, at the request of CLEC, will disconnect the CenturyLink Local Loop from the NID or will arrange access to the network side of the NID for any purpose. The charges reflected in Table 1 will apply to any CenturyLink dispatch for any purpose initiated at CLEC's request. The phrase "End User access side of the NID" is descriptive and does not convey any ownership or usage rights. The Demarcation Point between the Local Loop (inclusive of the NID) and the End User's Inside Wire is established pursuant to 47 C.F.R. §68.105.
- 71.6 CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other Party's NID.
- 71.7 With respect to multiple dwelling units or multiple-unit business Premises, CLEC shall have the option of connecting directly with the End User's Premises wire, or may connect with the End User's Premises wire via CenturyLink's NID. CenturyLink will provide CLEC with information that will enable its technician to locate End User Premises wiring at NIDs that terminate multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at CLEC's request.
- 71.8 Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by CenturyLink based on the Stand Alone NID Charges set out in Table 1.
- 71.9 CenturyLink will make available to CLEC any existing installed NID at the time CLEC seeks Interconnections to such NID to serve an End User. CenturyLink shall be under no obligation to install a new NID in order to enable CLEC to interconnect to such NID.
- 71.10 CLEC shall not access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. CLEC shall not remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.
- 71.11 CLEC may access the End User side of a CenturyLink NID for the purpose of isolating CenturyLink's Local Loop from the Inside Wiring within the NID. Isolation of CenturyLink's Local Loop from the Customer Inside Wiring is achieved by removing the Inside Wiring from the NID terminals and using appropriate method and practices to prevent bare wires from coming in contact with such NID terminals (e.g. capping individual bare wires with Scotchlocks™). CLEC may not remove the test port wire from the test port as the isolation method unless CLEC subsequently inserts a dummy test port plug with a rubber weather seal since this may damage CenturyLink's active network by allowing the accumulation of corrosive moisture and short-circuiting insect debris within the test port.
- 71.12 Any access to the End User's side of a CenturyLink NID that utilizes the NID functionality, including a NID to NID connection, shall be considered a billable

use of the CenturyLink NID as a UNE.

71.13 CLEC may request any additional types of access to the NID not specifically referenced above. CenturyLink will consider the requested type of access via the BFR process set forth in this Agreement.

71.14 CLEC shall be liable to CenturyLink for any damage to a CenturyLink NID caused by improper or unauthorized use of CenturyLink's NID by CLEC. In addition to any monetary damages that CenturyLink may be entitled to recover as a result of such damages, CenturyLink shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.

72. LOOP

72.1 Subject to Section 72 and its subsections, CenturyLink will provide CLEC access to UNE Loops under the following terms and conditions. Rates and charges applicable to UNE Loops are set forth in Table 1. To the extent required by Applicable Law, CenturyLink will make available the UNE Local Loops set forth below between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Local Loop Demarcation Point at an End User's Premises. The UNE Local Loop will include any existing NID. The Parties acknowledge and agree that CenturyLink shall not be obligated to provision any of the UNE Local Loops provided for herein to cellular sites or any location that does not constitute an End User Premises. Subject to the restrictions of Section 72.11.2, UNE Loops includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User Premises wiring, provided such wire is owned and controlled by CenturyLink.

72.1.1 The Local Loop UNE includes, but is not limited to, copper UNE Loops (2-wire and 4-wire analog voice grade Copper Loops, and digital Copper UNE Loops), and, to the extent required by Applicable Law, DS1 Loops and DS3 Loops, where such Loops are deployed in CenturyLink Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

72.1.2 Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops, including replacement or upgrade of any existing NID, are contained in Section 80.

72.1.3 Loop Conditioning. Conditioned loops are Local Loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline Telecommunications capability, including DSL. CenturyLink will condition Local Loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table 1. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 74 prior to submitting orders for loops intended for Advanced Services,

- 72.1.4 Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled Local Loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.
 - a. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - b. CLEC must specify on the order form whether each Loop should be tagged and labeled.
 - c. The rates for Loop tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the Tag and Label charges.
- 72.2 Loop Testing. At CLEC's request, and if Technically Feasible, CenturyLink will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. To the extent CLEC requests testing that would require CenturyLink to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate CenturyLink for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Article IV.
 - 72.2.1 CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the Standard Practices published on the CenturyLink Website. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), CLEC must first conduct trouble isolation to ensure that the trouble does not originate from CLEC's own equipment or network or the equipment of CLEC's customer.
 - 72.2.2 Testing shall include Basic Testing, Optional Cooperative Testing and Joint Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request and at CLEC's cost.
 - 72.2.3 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require CenturyLink's technician to work jointly with CLEC.
 - 72.2.4 Cooperative Testing is provided on Service Order activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
 - 72.2.5 Joint Testing is provided at CLEC's request on maintenance activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
 - 72.2.6 For either Cooperative Testing or Joint Testing, CenturyLink

technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact CLEC's representative, and bill CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set forth in Table 1.

- 72.2.7 CenturyLink will charge CLEC at the rates set forth on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC End User's side of the Demarcation Point.
- 72.3 Analog Loops. The following types of analog Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1.
- 72.3.1 2-Wire Analog Loop. A 2-Wire Analog Loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 72.3.2 4-Wire Analog Loop. A 4-Wire Analog Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.
- 72.3.3 CenturyLink will provide analog Loops as Copper Loops, Hybrid Loops, and where required by Applicable Law, FTTH Loops and FTTC Loops, based on available facilities.
- 72.4 xDSL Loops
- 72.4.1 Pursuant to the terms and conditions contained in this Article, CLEC may order xDSL-capable loops and/or line conditioning for Copper Loops in order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).
- 72.4.2 Upon request, CenturyLink shall provide to CLEC.
- a. information with respect to the spectrum management procedures and policies that CenturyLink uses in determining which services can be deployed;
 - b. information with respect to the rejection of CLEC's provision of Advanced Services, together with the specific reason for the rejection; and
 - c. information with respect to the number of loops using Advanced Services technology within the binder and type of technology deployed on those loops.
- 72.4.3 When CLEC orders an xDSL Loop or Digital Subloop that will be

used to provide xDSL service, CLEC will use the applicable ordering code where one has been provided by CenturyLink. Where an applicable ordering code has not been provided by CenturyLink, CLEC will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request (LSR). In connection with the provision of Advanced Services, CLEC shall provide to CenturyLink the following information on the type of technology that CLEC seeks to deploy.

- a. information in writing (via the Service Order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- b. the SMC (i.e., PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify CenturyLink in writing of the requested change in SMC (via a Service Order).
- c. to the extent not previously provided CLEC must disclose to CenturyLink every SMC that CLEC has implemented on CenturyLink's facilities to permit effective Spectrum Management.
- d. Where CLEC relies on a calculation-based approach to support deployment of a particular technology, CLEC must provide CenturyLink with information on the speed and power at which the signal will be transmitted.

72.5 Reverse ADSL Loops. If CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a Host or Remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink Host or Remote Central Office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

72.6 Digital Loops. The following types of digital Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1: On digital Loops, CenturyLink will only provide testing for electrical continuity and line balance.

72.6.1 2-Wire Digital Loop. A 2-Wire Digital UNE Loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop will be provisioned in accordance with industry standards.

72.6.2 A DS1 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User's Premises and having bandwidth up to 1.544 Mbps. DS1 UNE Loops will be offered and/or provided pursuant to 72.8 below.

- 72.6.3 DS3 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User's Premises and having bandwidth up to 45 Mbps. DS3 UNE Loops will be offered and/or provided pursuant to 72.9 below.
- 72.6.4 CenturyLink shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Article II of this Agreement.
- 72.7 Non-Standard Digital Loops. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), CenturyLink will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Section 72 are applicable.
- 72.8 DS1 Loops
 - 72.8.1 Subject to the cap in Section 72.8.2, CenturyLink will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 69 shall apply in that Wire Center.
 - 72.8.2 In Wire Centers not listed on CenturyLink's Website, CLEC shall not be entitled to obtain more than ten (10) DS1 UNE Loops to any single Building.
- 72.9 DS3 Loops
 - 72.9.1 Subject to the cap described in Section 72.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 UNE Loop to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 69 shall apply in that Wire Center.
 - 72.9.2 In Wire Centers not listed on CenturyLink's Website, CLEC may obtain a maximum of one (1) unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled Local Loops.
- 72.10 Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below.
 - 72.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, CenturyLink may elect to provide CLEC

nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (i.e., equivalent to DS0 capacity) using Time Division Multiplexing, or to a spare Copper Loop serving that customer on an unbundled basis. CenturyLink shall not be required to provide CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.

72.11 FTTH and FTTC Loops

72.11.1 New builds. CenturyLink will not provide CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink deploys such loop to an End User's Premises that previously has not been served by any loop facility.

72.11.2 Overbuilds. CenturyLink will not provide CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink has deployed such a loop in parallel to, or in replacement of, an existing Copper Loop facility, except that:

- a. CenturyLink will maintain the existing Copper Loop connected to the particular End User's Premises after deploying the FTTH or FTTC loop and provide CLEC non-discriminatory access to that Copper Loop on an unbundled basis, unless CenturyLink retires the Copper Loop pursuant to 47 C.F.R. §51.319 (a)(3)(iv). CenturyLink is not required to incur any expenses to ensure that the existing Copper Loop remains capable of transmitting signals prior to receiving a request from CLEC for such loop. Once a request for the loop is received, CenturyLink will restore the Copper Loop to serviceable condition based upon CLEC's request and at CLEC's expense.
- b. If CenturyLink retires a Copper Loop pursuant to 47 C.F.R. §51.319 (a)(3)(iv), CenturyLink will provide CLEC non-discriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

72.12 Dark Fiber Loops. CenturyLink is not required to provide CLEC with access to Dark Fiber Loops on an unbundled basis.

72.13 Sub-Loops. A subloop is defined as a portion of the full Local Loop that is Technically Feasible to access at an access terminal on CenturyLink's outside transmission facilities. An access terminal is any point on the loop where technicians can access the wire or fiber within a cable without removing the splice case or outer sheath (e.g., accessed via screw posts, terminals, patch panels). To the extent they meet the above definition, such points may include a pole or drop pedestal, the serving area interface, or the network interface device. Available subloops are:

72.13.1 Feeder: a transmission path between the MDF in any type of

- CenturyLink switch Premises and a subtending FDI or functional equivalent. CenturyLink is not obligated to offer feeder sub-loops as a UNE.
- 72.13.2 Distribution subloop: a transmission path between an FDI or its functional equivalent and an available access terminal at or near a subtending End User Premises.
- 72.13.3 Multi-unit Premises wiring subloop: a transmission path between a CenturyLink terminal at or near a multiunit Premises, such as a pole or pedestal, the NID, or the minimum point of entry, and the End User Demarcation Point, including Inside Wire that is owned or controlled by CenturyLink at a multiunit customer Premises.
- a. CenturyLink will not provide or maintain Inside Wire in situations where it determines there are health or safety concerns in doing so.
- 72.13.4 Subloops must be requested using the ICB process set forth in this Agreement due to the unique circumstances of each subloop project and the wide variety of circumstances that must be taken into account in provisioning of subloops. Additionally, CLEC must also contemporaneously submit a collocation application pursuant to the Collocation application and construction process set forth in this Agreement whenever a Collocation arrangement is necessary or appropriate for provisioning the contemplated subloop. Any Collocation applications submitted for purposes of supporting a contemplated subloop shall include a disclosure and description of such subloop plans.
- 72.13.5 Except as may otherwise be expressly provided under Applicable Law, CenturyLink shall not be required to provide CLEC access to Dark Fiber subloops.
- 72.13.6 The UNE subloop will include any existing NID. Terms and conditions for making any network modifications resulting from CLEC's request for subloops, including replacement or upgrade of any existing NID, are contained in Section 80.
- 72.13.7 Copper Subloops. CenturyLink will provide CLEC with access to copper sub-loops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services.
- 72.13.8 Fiber Subloops. On a route where CenturyLink is required by law to provide CLEC with non-discriminatory access to a FTTH or FTTC loop, CLEC may also request a subloop consisting of a single 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop.

72.13.9 Deployment of Advanced Services by CLEC over subloops will be in accordance with the terms included in Section 72.4.3.

73. INTENTIONALLY LEFT BLANK

74. LOOP MAKE-UP INFORMATION

74.1 At the request of CLEC, CenturyLink will provide CLEC with nondiscriminatory access to its Loop Make-Up Information as it exists in CenturyLink database and records. The charges for Loop Make-Up Information are set forth in Table 1 to this Agreement.

74.2 CenturyLink shall provide Loop Make-Up Information based on the individual telephone number or address of an End User in a particular Wire Center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the CenturyLink LTD network.

74.3 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to CLEC.

74.4 CenturyLink may provide the requested Loop Make-Up Information to CLEC in whatever manner CenturyLink would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e., fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

74.5 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

74.5.1 CLEC will pay a Trouble Isolation Charge to determine the cause of the failure;

74.5.2 If CenturyLink undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will pay a Loop Make-Up Information Charge; and

74.5.3 If CenturyLink undertakes Conditioning activity for a particular loop to provide for the successful installation of Advanced Services, CLEC will pay applicable conditioning charges. All charges will be as set forth in Table1.

75. LOCAL CIRCUIT SWITCHING

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

76. DEDICATED TRANSPORT

76.1 CenturyLink shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis, as set forth in this Agreement.

76.1.1 Subject to the limitations set forth in Sections 76.3 and 76.4, UNE Dedicated Transport will be provided only where such

facilities are Currently Available at the time of CLEC's request, and only over routes where CenturyLink is required to make UNE Dedicated Transport available pursuant to Applicable Law.

- 76.1.2 Notwithstanding any other provision of this Agreement, CenturyLink is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers.
- 76.2 Subject to availability and the limitations in this Section, CenturyLink will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps). UNE Dedicated Transport shall be dedicated to CLEC's designated traffic.
- 76.3 DS1 Dedicated Transport.
 - 76.3.1 DS1 Dedicated Transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular carrier.
 - 76.3.2 CenturyLink will only provide DS1 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 3 on one or both ends of the route.
 - 76.3.3 CLEC may obtain a maximum of ten (10) DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.
- 76.4 DS3 Dedicated Transport.
 - 76.4.1 DS3 Dedicated Transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736Mbps and are dedicated to a particular customer or carrier.
 - 76.4.2 CenturyLink will only provide DS3 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 2 or Tier 3 on one or both ends of the route.
 - 76.4.3 CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.

77. DARK FIBER TRANSPORT

- 77.1 Dark Fiber is an existing fiber facility that has not been activated through connection to the optronics that "light" it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyLink's network.
- 77.2 CenturyLink shall provide access to unbundled Dark Fiber Transport at the rates set forth in Table 1 under the following terms and conditions.
- 77.3 CenturyLink shall unbundle Dark Fiber Transport only when either CenturyLink Wire Center defining the route is a Tier 3 Wire Center.
 - 77.3.1 Where CenturyLink is not required to provide unbundled Dark Fiber Transport, CLEC may not obtain new Dark Fiber Transport as a UNE.

77.3.2 Maintenance and Testing

- a. CenturyLink is only responsible for maintaining the facilities that it owns. Dark Fiber will be provided as is. No conditioning will be offered, and CenturyLink will not be required to condition Dark Fiber on CLEC's behalf.
- b. CenturyLink is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate CLEC requirements.
- c. CenturyLink does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time. CenturyLink agrees to conduct cooperative testing with CLEC at CLECs request and cost. Cost for the tests will be determined at the time of the testing request.

77.3.3 Dark Fiber Availability

- a. Dark Fiber requests will be handled on a first come, first served basis, based on the date the BFR Application is received.
- b. Spare fibers in a sheath are not considered available if CenturyLink has plans to put the fiber in use within the current year or the following year.
- c. CenturyLink will also maintain fibers to facilitate maintenance, rearrangements and changes. CenturyLink will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of seventy two (72) fibers.
- d. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available.
- e. Fibers assigned to any carrier that are still pending optronics installations will be deducted from the total number of spare fibers that would otherwise be available.

77.3.4 Access to Dark Fiber Transport

- a. Virtual and Physical Collocation arrangements may be used by CLEC to locate the optical equipment necessary to "light" leased Dark Fiber. On routes where CenturyLink is required to unbundle Dark Fiber Transport pursuant to Section 77.3, CenturyLink will only provide CLEC access to such Dark Fiber Transport where CLEC has Collocation space, leased as provided in Article IX, in each CenturyLink Central Office or Wire Center where the requested Dark Fiber Transport fiber(s) terminates.
- b. At CenturyLink Central Offices, Dark Fiber Transport terminates on a fiber distribution frame (or its equivalent) in the Central Office. The Demarcation Point for Dark Fiber Transport at Central Offices and Remote terminals will be in a CenturyLink-approved Splitter shelf or fiber patch

panel. This arrangement allows for non-intrusive testing.

- c. If fiber patch panels (FPPs) or Splitter shelves are not located within close enough proximity for a fiber patch cord, CLEC must submit an ASR for the purchase and installation of CCXC.
- d. Establishment of applicable fiber optical equipment or intermediate repeaters needed to power the unbundled Dark Fiber Transport in order to carry Telecommunications Services is the responsibility of CLEC.

77.3.5 Dark Fiber Transport Application and Ordering Procedure

- a. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber Transport between the CLEC-specified locations. The application fee noted on Table 1 will be charged to CLEC for each application submitted by CLEC.
- b. If Dark Fiber Transport is not available, CenturyLink will notify CLEC of the DFA rejection. If CLEC contests the rejection, CLEC will follow the Dispute Resolution Process provided in this Agreement.
- c. If Dark Fiber Transport is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber Transport quote, via a firm order, within ten (10) Business Days of receipt of quote. CLEC will submit a firm order for Dark Fiber Transport via an ASR.
- d. CenturyLink will reserve the requested Dark Fiber Transport for CLEC during these ten (10) Business Days. If CLEC does not submit a firm order by the tenth (10th) Business Day, the requested Dark Fiber Transport will no longer be reserved. Thereafter, CLEC must submit another DFA and application fee.
- e. By submitting the Dark Fiber firm order, CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.
- f. Billing of the monthly recurring and non-recurring charges will begin upon completion by CenturyLink of the Dark Fiber Transport order.
- g. If CLEC cancels firm order before the established due date, CLEC agrees to reimburse CenturyLink for all costs incurred by CenturyLink related to the DFA and the firm order.

77.3.6 Rules for Reclaiming Dark Fiber

- a. If, at any time, CenturyLink determines that it will not have sufficient fiber to meet its bandwidth requirements within

the twelve (12) months following the determination, CenturyLink may reclaim from CLEC the right to use the Dark Fiber, whether or not CLEC is utilizing the Dark Fiber.

- b. CenturyLink will provide CLEC six (6) months written notice of its intention to reclaim Dark Fiber.
- c. CenturyLink will provide CLEC with alternative transport options and costs when CenturyLink reclaims Dark Fiber.
- d. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC contests CenturyLink's decision to reclaim Dark Fiber.

78. UNE COMBINATIONS

78.1 Subject to Applicable Law and the terms and conditions in this Section, CenturyLink will make available to CLEC EELs and other forms of UNE Combinations.

78.2 General Terms and Conditions

78.2.1 Upon CLEC's request, and subject to Section 78.2.3, CenturyLink will provide UNEs in a manner that allows CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End Users.

78.2.2 CenturyLink shall not separate UNEs requested by CLEC that CenturyLink currently combines in its network to provide local service. CenturyLink will provide CLEC access to UNE Combinations that CenturyLink ordinarily combines in its network without requiring CLEC to submit a BFR. CLEC must submit a BFR for UNE Combinations not considered "ordinarily combined," including those that: (1) CenturyLink does not provide services using such a Combination of Network Elements; or (2) CenturyLink does provide services using such Combination but such provisioning is extraordinary (i.e., a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).

78.2.3 Upon CLEC's request, CenturyLink will perform the functions necessary to combine the UNEs requested by CLEC, provided that such combination:

- a. is Technically Feasible, including that network reliability and security would not be impaired;
- b. would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with CenturyLink's network;
- c. does not impair CenturyLink's ability to retain responsibility for the management, control and performance of its network, or place CenturyLink at a disadvantage in operating its own network.

78.2.4 Any request by CLEC that CenturyLink provide combined UNEs

that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 52.

78.2.5 CLEC will compensate CenturyLink for the costs of work performed to combine the requested UNEs pursuant to the rates in Table 1 or as agreed upon in the BFR process under Section 52.

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

78.2.7 In the event that CenturyLink denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by CLEC, CenturyLink shall provide written notice to CLEC of such denial and the basis thereof.

78.2.8 Upon request, CenturyLink will convert a Tariffed service or group of services, to the equivalent UNE/UNE combination that is available to CLEC pursuant to this Section, or will convert a UNE/UNE combination to the equivalent Tariffed service(s) (collectively Conversion). CenturyLink will charge, and CLEC agrees to pay, applicable non-recurring Service Order charges and conversion rates included in this Agreement and/or in the Tariff.

78.2.9 A Conversion will be considered a termination for purposes of any volume and/or term commitments or Grandfathered status between CLEC and CenturyLink.

78.3 Commingling

78.3.1 For the purpose of this Section, Wholesale Services includes both services CLEC procures for resale pursuant to §251(c)(4) and Exchange Access Service purchased from CenturyLink's access Tariffs.

78.3.2 Subject to other applicable provisions of this Agreement including prohibitions and restrictions, CenturyLink shall permit CLEC to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from CenturyLink to the extent required by Applicable Law.

78.3.3 Intentionally Left Blank.

78.3.4 CenturyLink shall charge CLEC the non-recurring and recurring rates applicable to the UNEs, facilities or services that CLEC has obtained at wholesale from CenturyLink. If any Commingling requested by CLEC requires physical work to be performed by CenturyLink, CenturyLink shall charge CLEC, as noted on the BFR Quote.

78.3.5 Each component of the Commingled facility, either UNE or Wholesale Service, will be billed at the UNE or Wholesale

Service rate for that component, plus applicable non-recurring charges. CenturyLink will not ratchet the price of individual components; that is, CenturyLink will not reflect a combination of UNE and wholesale rates for the same component. Wholesale Service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

78.4 Specific Combinations -- EELs

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

78.4.2 Where required under Applicable Law, CenturyLink will offer the combination of unbundled Local Loops with unbundled Dedicated Transport. CenturyLink will provide EELs at the applicable recurring and non-recurring charges as specified in Table 1 for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges, will apply. CenturyLink will cross-connect unbundled 2- or 4-wire analog or 2- or 4-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched Telephone Exchange Service to CLEC's End Users.

78.4.3 Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table 1.

78.4.4 In order to obtain the EEL combinations below, CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. CenturyLink will offer the following EEL Combinations:

- a. an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;
- b. an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or service;
- c. an unbundled DS1 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;
- d. an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;
- e. an unbundled DS3 loop or DS3 or higher channel termination service.

78.4.5 EEL Eligibility Criteria