

Party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

**36. TERRITORY**

36.1 This Agreement applies to the territory in which CenturyLink operates as an ILEC in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

36.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 7.7 of this Agreement.

**37. THIRD-PARTY BENEFICIARIES**

37.1 Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any person or entity not a Party hereto (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) remedies, claims or rights of action hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

**38. USE OF SERVICE**

38.1 Each Party shall make commercially reasonable efforts to ensure that its End Users comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

**39. FEDERAL JURISDICTIONAL AREAS**

39.1 To the extent that CenturyLink has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale and/or UNEs, such contracts will govern Telecommunications Services in areas or structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

**40. WAIVER**

40.1 Waiver by either Party of any Default by the other Party shall not be deemed a waiver of any other Default. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

**41. WITHDRAWAL OF SERVICES**

41.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyLink may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) Days prior written notice to CLEC.

## **42. TECHNOLOGY UPGRADES**

- 42.1 Notwithstanding any other provision of this Agreement, CenturyLink may deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

### ARTICLE III. IMPLEMENTATION

The terms of this Article address the requirements for the implementation of this Agreement between the Parties. Notwithstanding the above, to the extent permitted by Agreement terms and Applicable Law, any terms in this Article may be invoked or otherwise remain applicable subsequent to the initial implementation of this Agreement.

#### 43. IMPLEMENTATION PLAN

- 43.1 This Agreement together with the Standard Practices and any Tariff terms incorporated herein by reference, set forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. To the extent not otherwise specified or incorporated by reference herein, the Parties agree to work cooperatively to identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.
- 43.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 16.

#### 44. SECURITY DEPOSIT

- 44.1 CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in material breach of the Agreement.
- 44.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.
- 44.3 If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.
- 44.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 44.5 The fact that a security deposit has been made in no way relieves CLEC from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.
- 44.6 CenturyLink may require an increase in the security deposit when (i) the amount of the deposit currently held by CenturyLink is less than two (2)

- months' estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 44.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 44.7.1 when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; and/or
- 44.7.2 to the extent permitted by Applicable Laws, when CLEC files for protection under the bankruptcy laws; and/or
- 44.7.3 to the extent permitted by Applicable Laws, when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; and/or
- 44.7.4 when this Agreement expires or terminates; and/or
- 44.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; and/or
- 44.7.6 CLEC fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.
- 44.8 If any security deposit held by CenturyLink is applied as a credit toward payment of CLEC's balances due to CenturyLink, then CenturyLink may require CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 44.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.
- 44.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:
- 44.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.
- 44.10.2 The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.

- 44.10.3 If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly give written notice to CenturyLink of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide CenturyLink a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to CenturyLink). If CLEC provides a replacement letter of credit not later than ten (10) Business Days prior to the expiration of the expiring letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to CLEC.
- 44.10.4 If CLEC desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

**45. START-UP DOCUMENTATION**

- 45.1 CLEC is required to submit to CenturyLink the "CLEC Profile," and other required documentation, as described in the process on the CenturyLink Wholesale Website.
- 45.2 CLEC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.

**46. LETTER OF AUTHORIZATION (LOA)**

- 46.1 To the extent CLEC has not previously done so, CLEC shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers.
- 46.2 Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained the appropriate authorization required under Applicable Law to change service providers or release of CPNI from the End User.
- 46.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 46.4 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period

- specified in 47 CFR §64.1120(a)(1)(ii).
- 46.5 For any prospective CLEC End User, CenturyLink shall provide CLEC with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring CLEC to produce an individually signed LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders.
- 46.6 The provisioning of CPNI from CenturyLink to CLEC shall be accomplished through the preordering Electronic Interface.
- 46.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 CFR §64.1120 shall be made available to the other Party within thirty (30) days of a written request for such documents. Failure to produce proper documentation within thirty (30) Days of such request shall be considered a material breach of this Agreement. If a Party fails to provide proper documentation of permission obtained from prospective subscribers for at least ninety five percent (95%) of subscribers whose CPNI has been obtained from the other Party, and if such failure continues for over sixty (60) Days after written notice of the breach, then as an alternative to terminating this Agreement pursuant to Section 7.6 for an uncured Default, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 7.6 if an ongoing Default is not substantially rectified within sixty (60) Days written notice.
- 46.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, that the sixty (60) Day waiting period for filing a Complaint under Section 16.2.4 shall not apply to such disputes. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other Party shall not be entitled to exercise alternative remedy under Section 46.6 unless the Commission determines otherwise.
- 46.9 The cure period in Section 7.7 for material Defaults shall not affect either Party's obligation to comply with the requirements of 47 C.F.R. §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) Days.
- 46.10 CenturyLink will bill CLEC fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

## ARTICLE IV. OPERATIONAL TERMS

### 47. STANDARD PRACTICES

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

### 48. ESCALATION PROCEDURES

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

### 49. INTENTIONALLY LEFT BLANK

### 50. CONTACT WITH END USERS

- 50.1 Each Party at all times shall be the primary contact and account control for all interactions with its End Users, unless otherwise agreed to by the Parties. End Users include active subscribers as well as those for whom Service Order installations are pending.
- 50.2 CenturyLink shall have no obligation, to accept a communication from a CLEC End User, including, but not limited to, a CLEC End User request for repair or maintenance of a CenturyLink service provided to CLEC.
- 50.3 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on its CenturyLink Website.
- 50.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall provide appropriate referrals to potential customers who inquire about the other Party's services or products. The Parties shall not in any way disparage or discriminate against the other Party or that other Party's products and services, and shall not solicit each others' customers during such inquiries, provided however, a Party can answer unsolicited customer questions about products and services of that Party.
- 50.5 The Parties will not use a request for the other Party's End User information, order submission, or any other aspect of the other Party's processes or services to aid its retail marketing or sales efforts.
- 50.6 CenturyLink will provide training, on a non-discriminatory basis, for all CenturyLink employees who may communicate, either by telephone or face-to-face, with CLEC End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.
- 50.7 CenturyLink will recognize CLEC as the Subscriber of Record for all Network

Elements or services for resale ordered by CLEC and will send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide CenturyLink with addresses to which CenturyLink will send all such notices, invoices, and information.

## **51. CAPACITY PLANNING AND FORECASTS**

### **51.1 Forecast Requirements for Interconnection**

51.1.1 Within thirty (30) Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to Interconnection services. CenturyLink may delay processing CLEC Service Orders should CLEC not perform obligations as specified in this Section.

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

51.1.3 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in this Section.

### **51.2 Format and Content**

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

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

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

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

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



### 51.3 Responsibility of Parties

- 51.3.1 The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
- a. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.
  - b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume exchanged between the Parties.
- 51.3.2 In addition to the joint trunk group forecasting established in Section 51.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.
- 51.3.3 Both Parties will perform a joint validation to ensure current Interconnection Facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 64.3.4 will be used in determining trunk group sizing requirements and forecasts.
- 51.3.4 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 51.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

## 52. INTENTIONALLY LEFT BLANK

## 53. ORDERING AND PROVISIONING

- 53.1 National Exchange Access Center (NEAC)
- 53.1.1 CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Unbundled Network Elements, features, functions, and resale services.
  - 53.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent,

knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions, capabilities, and resale services.

- 53.1.3 CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the Parties agree otherwise.
- 53.2 National Access Service Center (NASC)
  - 53.2.1 CenturyLink shall provide a NASC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Interconnection services.
- 53.3 Ordering and Provisioning
  - 53.3.1 CenturyLink will provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide resale services, including the functions, features, and capabilities of such services, and Unbundled Network Elements. If CenturyLink deploys any enhanced electronic capability CenturyLink will notify CLEC of availability and CLEC shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.
  - 53.3.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until thirty (30) Days after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 45.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.
  - 53.3.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed in accordance with CenturyLink's Standard Practices.
  - 53.3.4 CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex Service Order charges pursuant to Tariff terms may apply.
  - 53.3.5 Where Technically Feasible, the NEAC will coordinate support for all designed and/or complex services provided to CLEC.
  - 53.3.6 To the extent required by Applicable Law, and upon request from CLEC, employing CenturyLink's LSR, CenturyLink will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future,

and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.

- 53.3.7 When ordering a resale service via an LSR Service Order, CLEC may order separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis, and CLEC agrees to pay the applicable Service Order and PIC charges associated with such order. CenturyLink will accept PIC change orders for IntraLATA toll and long distance services through the service provisioning process.
- 53.3.8 The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all orders.
- 53.4 Intentionally Left Blank
- 53.5 Service Order Process Requirements
- 53.5.1 CenturyLink will accept orders for As-Is Transfer of services from CenturyLink to CLEC where CenturyLink is the End User's current local exchange carrier.
- 53.5.2 For resale of CenturyLink services CenturyLink shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- 53.5.3 When CLEC has obtained an End User from another reseller of CenturyLink services, CLEC will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.
- 53.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
- 53.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and CenturyLink receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.
- 53.5.6 CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.
- 53.5.7 Where CLEC is using a single facility to provide service to multiple End Users, CenturyLink will not disconnect that facility as a result of the following procedures.

- 53.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.
  - 53.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.
  - 53.5.10 Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
  - 53.5.11 CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.
- 53.6 Abandoned Service
- 53.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.
  - 53.6.2 When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, CenturyLink shall notify local service provider that it has had a request for service at the Premises that is currently being served by CLEC.
  - 53.6.3 If available to CenturyLink, CenturyLink shall include the name and address of the party receiving service at such Premises, but at a minimum shall provide local service address information.
  - 53.6.4 If the local service provider does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving CenturyLink's notification or if local service provider responds relinquishing the facilities, CenturyLink shall be free to use the facilities in question and CenturyLink shall issue a disconnect order with respect to the service at that location. If local service provider responds stating that the service is working and should not be disconnected, CenturyLink will notify the carrier ordering service and request verification of the Premises or the

submission of an order for an additional line.

- 53.7 Due Date
  - 53.7.1 CenturyLink shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
  - 53.7.2 The ordering process and standard provisioning intervals applicable to resale services and unbundled Network Elements are set forth on the CenturyLink Website, and such process and intervals shall apply.
  - 53.7.3 CenturyLink shall use reasonable efforts to complete orders by CLEC requested due date within agreed upon intervals.
- 53.8 Coordination Requests
  - 53.8.1 CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table 1.
  - 53.8.2 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of CenturyLink resources.
  - 53.8.3 Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.
  - 53.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.
  - 53.8.5 Upon CLEC's request, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable.
  - 53.8.6 Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.
- 53.9 Subscriber Premises Inspections and Installations
  - 53.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.
- 53.10 Firm Order Confirmation (FOC)
  - 53.10.1 CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the

- appropriate data elements as defined by the OBF standards.
- 53.10.2 For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.
  - 53.10.3 CenturyLink shall provide to CLEC the date that service is scheduled to be installed.
- 53.11 Order Rejections
- 53.11.1 CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.
  - 53.11.2 When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.
- 53.12 Service Order Charges
- 53.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials.
  - 53.12.2 If a CLEC End User requests a change, CenturyLink, will, at that time, direct the CLEC subscriber to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.
  - 53.12.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.
- 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 Intentionally Left Blank
- 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) calendar 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 as a result of this process in Section 53.16, 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 dispute 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 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 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) only to the limited extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights under this Agreement and Applicable Law, or is authorized by the CLEC in the manner required by Applicable Law (provided, however any such authorization must, at minimum, be in writing and must be specific as to permissible use).
- 59.2 Intentionally Left Blank

**60. INTENTIONALLY LEFT BLANK**

**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 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.

## ARTICLE V. RESALE

### 62. LOCAL TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

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

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

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

**64. PRICING**

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

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

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

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

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

64.5.3 Notwithstanding Section 64.5.2, CenturyLink at its discretion may terminate any contractual arrangement at the specified end date with no obligation to offer any replacement service.

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

## 65. LIMITATIONS AND RESTRICTIONS ON RE SALE

65.1 Intentionally Left Blank.

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

65.3 Intentionally Left Blank.

65.4 Advanced Telecommunications Services Sold to ISPs. Advanced Telecommunications Services (Advanced Services) sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail internet service offering shall not be eligible for the resale discount under the terms of this Agreement.



- 65.5 Voice Mail Service. Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink's retail rates; however, no resale discount applies.
- 65.6 Hospitality Service. CenturyLink will provide all blocking, screening, and other applicable functions available for hospitality lines under Tariff.
- 65.7 LIDB Administration. CenturyLink will maintain customer information for CLEC End Users who subscribe on a retail basis to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated End Users. CenturyLink will update and maintain CLEC's information in LIDB on the same schedule that it uses for its own similarly situated End Users.
- 84.7.1 Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink will store the resold number in its LIDB at no charge and will retain revenue for LIDB look-ups to the resold number.
- 65.8 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to CLEC's End Users by CenturyLink's OS and DA vendors,
- 65.9 Special Access Services. CLEC may purchase for resale special Access Services; however, no resale discount applies.
- 65.10 COCOT Coin or Coinless Lines. CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 65.11 Grandfathered Services. Services identified in CenturyLink Tariffs as Grandfathered in any manner are available for resale only to End Users that already have such Grandfathered Service. An existing End User may not move a Grandfathered Service to a new service location. If an End User's Grandfathered Service is terminated for any reason, such Grandfathered Service may not be reinstalled. Grandfathered Services are subject to a resale discount, as provided in Table 1.
- 65.12 Universal Emergency Number Service. Universal Emergency Number Service is not a separate service available for resale. Universal Emergency Number Service (E911/911 Service) is provided with each local Telephone Exchange Service line resold by CLEC whenever E911/911 Service would be provided on the same line if provided by CenturyLink to a CenturyLink End User.
- 65.13 Services provided for CLEC's Own Use. Telecommunications Services provided directly to CLEC for its own use or for the use of its Subsidiaries and Affiliates and not resold to CLEC's End Users must be identified by CLEC as such, and CLEC will pay CenturyLink's retail prices for such services. Use of a CenturyLink service for the transport or consolidation of any CLEC services to multiple End Users shall be considered service provided for CLEC's own use.
- 65.14 CLEC shall not use resold local Telecommunications Services to provide access or Interconnection services to itself, its Subsidiaries and Affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access

providers (CAPs), or any other Telecommunications providers; provided, however, that CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

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

#### **66. CHANGES IN RETAIL SERVICE**

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

#### **67. REQUIREMENTS FOR SPECIFIC SERVICES**

- 67.1 E911/911 Services. CenturyLink will use its standard Service Order process to update and maintain the CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 Services on the same schedule that it uses for its own retail End Users. CenturyLink will provide CLEC End User information to the PSAP. CLEC shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by CLEC, and CenturyLink shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.
- 67.1.1 CLEC shall be responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to Applicable Law.
- 67.2 Suspension of Service. CLEC may offer to resell End User-Initiated Suspension and Restoral Service to its End Users if and to the extent offered by CenturyLink to its retail End Users.
- 67.2.1 CLEC may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall

make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

- a. If CLEC submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.
  - b. Service Order charges and any applicable Tariff fees will apply to all temporary suspension and restoral requests made by CLEC including disconnection and subsequent reconnection requests for the same End User service.
- 67.2.2 If CLEC suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of Days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
- 67.2.3 If CLEC restores its End User, restoral charges will apply, and CLEC will be billed for the appropriate service from the time of suspension.
- 67.3 End User Retention of Telephone Number. Telephone numbers may not be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

## **68. PRE-ORDERING AND ORDERING**

- 68.1 CenturyLink will provide pre-ordering and ordering services for resale services to CLEC consistent with CenturyLink's published Standard Practices.
- 68.2 Telephone Number Assignments. Where CLEC resells service to a new (not currently existing) End User, CenturyLink will allow CLEC to place Service Orders and receive phone number assignments.
- 68.2.1 When CLEC uses numbers from a CenturyLink NXX, CenturyLink will provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs will remain CenturyLink's responsibility.
  - 68.2.2 CenturyLink will provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC.
  - 68.2.3 In conjunction with an order for service, and only to the extent such are available, CenturyLink will accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and Hunting arrangements, as requested by CLEC.

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

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

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

## **69. ACCESS CHARGES**

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

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

70.1 CLEC also acknowledges that CLEC is required pursuant to 47 U.S.C. §251(b) to make available its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, CLEC shall provide for resale of CLEC's Telecommunications Services under the same terms and conditions as those that are offered by CenturyLink to CLEC under this Agreement.

## **71. TAG AND LABEL**

71.1 At CLEC's request, CenturyLink will tag and label services terminated at the Network Interface Device (NID). Tag and label may be ordered as a stand

alone service.

- 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 service terminating at the NID should be tagged and labeled.
- c. The rates for 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.

## ARTICLE VI. ADDITIONAL SERVICES

### 72. DIRECTORY ASSISTANCE

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

### 73. DIRECTORY LISTINGS SERVICE

- 73.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC End User information for inclusion in Directory Listings databases; and (ii) submit CLEC End User information for inclusion in published directories.
- 73.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via Electronic Interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.
- 73.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:
- 73.3.1 Migrate "As Is". Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- 73.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- 73.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- a. "LISTED" means the listing information is available for all directory requirements;
  - b. "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
  - c. "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing,

but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

- 73.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC End Users who:
- 73.4.1 Disconnect Service;
  - 73.4.2 Change Local Provider;
  - 73.4.3 Install Service;
  - 73.4.4 Change any service which affects DA information;
  - 73.4.5 Specify Non-Solicitation; and
  - 73.4.6 Change categories from Non-Published, Non-Listed, or Listed.
- 73.5 The charge for storage and maintenance of CLEC End User information in the DL system is included in the rates where CLEC is buying resold services with respect to specific addresses. If CLEC does not purchase resold services, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.
- 73.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.
- 73.7 CLEC acknowledges that for a CLEC End User's name to appear in a directory, CLEC must either (i) submit an LSR (e.g. an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an End User listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table 1.
- 73.8 CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 73.9 Traditional White Pages Listings.
- 73.9.1 CenturyLink shall include in its master End User system database all white pages listing information for CLEC End Users whose information was properly submitted a DSR.
  - 73.9.2 When CLEC purchases resold services at a specific address, one basic White pages listing for each CLEC End User is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.
  - 73.9.3 CLEC agrees to provide customer listing information for CLEC's

- subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.
- 73.9.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 73.9.5 CLEC End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC End Users.
- 73.9.6 In addition to a basic White Pages listing, CenturyLink will provide Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's End Users.
- 73.9.7 CenturyLink will accord CLEC End User listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC End User proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 73.9.8 CenturyLink will provide CLEC's End User listing information to any third party solely to the limited extent required by Applicable Rules.
- 73.10 Other Directory Services.
- 73.10.1 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon CenturyLink's directory publisher.
- 73.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but



not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

- 73.10.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

## ARTICLE VII. PRICING

### 74. GENERAL PRICING TERMS

- 74.1 All prices under this Agreement are set forth in the attachments designated Table 1 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1, or is not subject to Section 52, CenturyLink will develop a rate consistent with the relevant Section.
- 74.2 All rates provided under this Agreement shall remain in effect for the term of this Agreement.

### 75. APPLICATION OF NON RECURRING CHARGES

- 75.1 Pre-ordering:
- 75.1.1 "Account Establishment" is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate that is a Party to this Agreement.
- 75.1.2 "Customer Record Search" applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.

### 76. NON-RECURRING CHARGES (NRCS) FOR RESALE SERVICES

- 76.1 NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this attachment, will be charged from the appropriate retail Tariff.
- 76.2 For subscriber conversions requiring coordinated cut-over activities, coordinated hot cut charges will apply on a per order basis in addition to all other appropriate charges.

### 77. TO BE DETERMINED (TBD) PRICES

- 77.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in Table 1 or 2 and there are no corresponding prices or rates in such Table 1 or 2, such price shall be considered TBD.
- 77.2 In the event the Parties are unable to agree upon a price for a TBD item, CenturyLink will use the Tariffed rate, if one exists, for the most analogous Tariffed product or service as the interim price. Either Party may then invoke the dispute resolution process set forth in Article II to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

## ARTICLE VIII. MISCELLANEOUS

### 78. AUTHORIZATION AND AUTHORITY

- 78.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and CLEC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement in entering into this Agreement.
- 78.2 CenturyLink represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 78.3 CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.


### 79. COUNTERPARTS

- 79.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

**dishNET Wireline L.L.C.**

  
\_\_\_\_\_  
Signature

Vivek Khemka  
Name Printed/Typed

SVP Product Management  
Title

3/4/16  
Date

**United Telephone Company of New Jersey,  
inc. dba CenturyLink**

DocuSigned by:  
  
7580C835DE316  
\_\_\_\_\_  
Signature

Diane Roth  
Name Printed/Typed

Director -- Wholesale  
Title

3/7/2016  
Date

Table 1 - Rates

KEY CODES		Embarq - New Jersey		October 2015
MRC	NRC	Resale Elements		
		<b>Account Establishment Charge</b>	MRC	NRC
		Account Establishment		\$0.00
		<b>Customer Service Record Search</b>	MRC	NRC
		CSR - Manual		\$13.94
		CSR - Automated		\$0.00
		<b>Resale Discounts</b>		NRC
		Other than Operator / DA	13.72%	
		Op Assist / DA	13.72%	
		<b>Usage File Charges</b>	MRC	NRC
		Message Provisioning, per message	\$0.000684	
		Data Transmission, per message	\$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>Other Charges</b>	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE Loop, Tag &amp; Label / Resale Tag &amp; Label</b>	MRC	NRC
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$9.45
		<b>Directory Services</b>	MRC	NRC
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional ) Galley		\$150.00
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$0.00	