

where more capacity exists than actual usage will be handled in the following manner:

- a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under ninety percent (90%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases POI requirements and grade of service objectives shall be maintained.
- b. CLEC will send an ASR to CenturyLink to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
- c. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

60.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

60.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the CenturyLink Website. If either CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

60.9 Trunk Data Exchange

65.9.1 Each Party agrees to service trunk groups to the blocking criteria in Section 59.2.3 in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) Day study period. The Parties agree that twenty-one (21) Days is the study period duration objective unless mutually agreed otherwise. The study period will not include a holiday.

60.10 Network Management

60.10.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.

- 60.10.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 60.10.3 Temporary Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 60.11 Technical Interfaces
  - 60.11.1 CLEC is responsible for provisioning its traffic to CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.
  - 60.11.2 Standard Interconnection facilities shall be extended superframe (ESF) with B8ZS line code where Currently Available.
  - 60.11.3 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where Technically Feasible and available as defined in GR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, CenturyLink signaling services to link its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's STPs to connect to CenturyLink's STPs via "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the CenturyLink Tariff.
- 60.12 Responsibilities of the Parties
  - 60.12.1 CLEC and CenturyLink will work cooperatively to install and maintain a reliable network. CLEC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and State government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
  - 60.12.2 CLEC and CenturyLink will review engineering requirements as necessary and establish semi-annual forecasts for facilities utilization provided under this Article.
  - 60.12.3 CLEC and CenturyLink will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 60.12.4 CLEC and CenturyLink will notify each other when there is any change affecting the service requested, including the due date.

- 60.12.5 CLEC and CenturyLink will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each Party.
  - 60.12.6 CLEC and CenturyLink will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.
  - 60.12.7 CLEC and CenturyLink will share responsibility for all control office functions for Local Interconnection Trunks and trunk groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
  - 60.12.8 CLEC and CenturyLink will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
  - 60.12.9 CLEC and CenturyLink will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
  - 60.12.10 CLEC and CenturyLink will advise each other if there is an equipment failure which may affect the Interconnection trunks.
  - 60.12.11 CLEC and CenturyLink will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.
  - 60.12.12 CLEC and CenturyLink will provide to each other test-line numbers and access to test lines.
  - 60.12.13 CLEC and CenturyLink will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 60.13 Neither Party shall use any Interconnection, function, facility, product, Network Element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its Affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

## 61. INTERCARRIER COMPENSATION

### 61.1 General Terms

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

### 61.1.2 VoIP-PSTN Traffic

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

### b. Toll VoIP-PSTN Traffic

1. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 58.1.2. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call since the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular VOIP-PSTN Traffic call may be difficult or impossible to determine. At any time



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

2. The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access Tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.
  - (i) The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.
3. Any factors established by the Parties under Section 61.1.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

## 61.2 Compensation for Transport and Termination of Local Traffic

- 61.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.
- 61.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1.
- 61.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other Party for termination.
- 61.2.4 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.
- 61.2.5 Recording for Reciprocal Compensation
  - a. Each Party will calculate terminating MOU based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, measurement of MOU over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.
- 61.2.6 Recording for Indirect Interconnection
  - a. For any traffic exchanged between the Parties via third party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.
- 61.2.7 Intentionally Left Blank
- 61.2.8 Billing Elements for Interconnection Facility
  - a. Local Interconnection Entrance Facility, DTT and Multiplexing
    - 1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities, DTT and associated Multiplexing are specified in Table 1. Disconnect nonrecurring charges may be assessed on a per order basis for Local Interconnection Entrance Facilities, DTT and Multiplexing.
    - 2. When DTT is provided to a Tandem Switch, the applicable DTT recurring and nonrecurring rates apply between the Serving Wire Center and the Tandem Switch.

3. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch.
4. Shared Costs.
  - (i) If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties. CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility at the same recurring rates in Table 1 charged by CenturyLink based on the portion defined in (ii) below.
  - (ii) CenturyLink's portion of the DTT and Local Interconnection Entrance Facility will be based on the factor determined by CenturyLink using the following to assign the minutes for which CenturyLink is responsible:
    - All Local Traffic MOU that CenturyLink originates and sends to CLEC.
    - All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
    - All other minutes are CLEC's responsibility for purposes of allocating the shared costs.
- b. Interconnection Using Access Services
  1. If CLEC chooses to provision Interconnection over a facility ordered as Special Access Service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply to such facility. CLEC may order a Local Interconnection Entrance Facility or a Local Interconnection Entrance Facility combined with DTT to be provisioned over an existing facility (e.g. DS3) that was originally ordered and provisioned as Special Access Service so long as the Special Access Service facility covers the same entire route (i.e., beginning and end points), in which event the entire facility, including any portion of the facility (e.g. a DS1) which is subsequently ordered and provisioned as a Local Interconnection Entrance Facility or as a Local Interconnection Entrance Facility combined with DTT will be charged at the Special Access Service tariff rates.

2. If CLEC chooses to provision Interconnection over a facility ordered as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply to such facility. CLEC cannot order a Local Interconnection Entrance Facility, DTT or Multiplexing to be provisioned over a facility which is also used for Switched Access Service.
3. CLEC may order a Switched Access Service facility to be provisioned over an existing facility that was originally ordered and provisioned as Special Access Service, in which event the portion of the facility which is subsequently ordered and provisioned as Switched Access Service will be charged at Switched Access Tariff rates and the remainder of the facility will be charged at Special Access Service Tariff rates.

61.2.9 Multiplexing (DS1/DS3 or DS0/DS1 MUX) may be available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the Tariffed rates apply instead of the MUX rates from Table 1.

61.2.10 Trunk Nonrecurring charges

- a. Intentionally Left Blank
- b. Intentionally Left Blank
- c. If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply.

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

61.3 Compensation of non-Local Traffic

61.3.1 Percent Local Usage

- a. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local Traffic, the Parties agree to compensate one another based on the rates included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed by

CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.

- b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 61.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.

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

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

61.3.4 Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

## 62. TRANSIT TRAFFIC

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

62.6 Exchange of Data

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

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

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

## ARTICLE VI. UNBUNDLED NETWORK ELEMENTS

### 63. INTRODUCTION

- 63.1 This Article sets forth the terms and conditions pursuant to which CenturyLink will furnish CLEC with access to UNEs pursuant to §251(c)(3) of the Telecommunications Act for the provision by CLEC of a Telecommunications Service in CenturyLink's incumbent Local Exchange areas. Notwithstanding any other provision of this Agreement, CenturyLink shall only be obligated to provide UNEs and UNE Combinations to CLEC to the extent required by this Agreement and Applicable Law.
- 63.2 CLEC shall pay CenturyLink the recurring and non-recurring charges listed in Table 1 or, if not listed on Table 1, as listed in the applicable Tariff, or as agreed to by the Parties in accordance with Section 63.3 for the UNEs provisioned.
- 63.3 If CLEC procures any UNEs, UNE Combinations and/or other services for which rates are not currently in this Agreement, CenturyLink then reserves the right to charge CenturyLink's then standard rates, if any, for such UNEs, UNE Combinations and/or other services, or to develop a rate using an appropriate methodology, which rate shall be subject to dispute resolution, if necessary.
- 63.4 Access to UNEs shall be provided by CenturyLink under this Agreement only over such routes, technologies, and facilities as CenturyLink may be required by applicable law to make available to CLEC. Where facilities and equipment are not available, CenturyLink will not be required to provide UNEs.
- 63.5 Subject to the terms herein, CenturyLink is responsible only for the installation, operation and maintenance of the as-ordered UNEs it provides pursuant to the terms of this Agreement. CenturyLink is not otherwise responsible for any services provided by CLEC through the use of those UNEs.
- 63.6 Operations Support Systems (OSS). CenturyLink will offer unbundled access to CenturyLink's OSS to the extent Technically Feasible in a non-discriminatory manner. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information. The OSS element includes access to all Local Loop Qualification information contained in CenturyLink's databases or other records, including information on whether a particular Local Loop is capable of providing Advanced Services.

### 64. USE OF UNES

- 64.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyLink will provide CLEC with nondiscriminatory access to the UNEs made available in accordance with the terms and conditions of this Agreement. CenturyLink will provide access to UNEs where Technically Feasible.
- 64.2 Subject to the terms and conditions of this Article, CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyLink Network Elements or UNEs (Combinations) in order to permit CLEC to provide Telecommunications Services to its End Users. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine CenturyLink provided UNEs with any and all facilities and services whether provided by CenturyLink, CLEC, or any other party. CLEC may Commingle UNEs with Tariffed Access Services obtained from CenturyLink as



provided for in this Agreement. UNEs provided to CLEC under the provisions of this Agreement remain the property of CenturyLink.

### 64.3 Non-impaired Wire Centers and Related Processes

- 64.3.1 Wire Centers that have been identified by CenturyLink as Tier 1 and Tier 2 Wire Centers and Wire Centers in which the number of Business Lines and Fiber-based Collocators exceed the thresholds for DS1 and DS3 Loops, as described in Section 66.8 and Section 66.9, are listed on CenturyLink's Website (the Non-impaired Wire Centers).
- 64.3.2 CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Loops within Non-impaired Wire Centers where the number of Business Lines and Fiber-based Collocators exceed the thresholds described in Section 66.8 and Section 66.9 or where the number of such UNE Loops would exceed the maximum quantities of such UNE Loops which are specified in those sections.
- 64.3.3 CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Transport circuits between Wire Centers which do not satisfy the tier classifications which are described in Section 69.3 and Section 69.4 or where the number of such circuits would exceed the maximum quantities which are described in those sections.
- 64.3.4 If CLEC has any DS1 and DS3 Loops or Transport UNEs in service as of the Effective Date of this Agreement which CenturyLink is not required to provide pursuant to Section 64.3.2 and Section 64.3.3 above, or if CLEC thereafter has any DS1 and DS3 Loops or Transport UNEs which exceed the maximum quantity allowed for such UNE services, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements. Such back billing shall cover a period back to either the date the UNE service was installed or the date the service became non-impaired, whichever is shorter, or if the UNE service exceeds the maximum quantity allowed for such UNE service, the period shall extend back to the date on which the UNE service was installed. If CLEC fails to submit the necessary orders to convert such UNEs to alternative service arrangements within thirty (30) Days of the Effective Date of this Agreement or notice by CenturyLink, CenturyLink will be entitled to convert the UNEs to comparable Access Services at applicable monthly services rates, and to assess an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

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

Dedicated Transport rate available under CenturyLink's Tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, CenturyLink may disconnect such Dark Fiber six (6) months after the Non-impairment Notice Date.

- f. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, then CLEC shall have sixty (60) Days from the Non-impairment Notice Date to provide a self-certification to CenturyLink that, to the best of CLEC's knowledge, and based upon reasonably diligent inquiry undertaken by CLEC, the Wire Center does not meet the non-impairment thresholds. CLEC shall provide a blanket certification letter or other mutually agreed upon form to document its compliance with such diligent inquiry, and CLEC will maintain appropriate records that document what information CLEC relied upon to support its self-certification. If CLEC does not convert existing high-capacity Loop or Transport UNEs or if CLEC submits orders for high-capacity Loops or Transport UNEs pursuant to such self-certification and it is subsequently determined by mutual agreement of the Parties or pursuant to the Dispute Resolution procedures of this Agreement that the Wire Centers were properly identified or reclassified by CenturyLink, then CLEC shall have thirty (30) Days from the date of such determination to submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement (except for Dark Fiber UNES which shall be subject to the transition obligations in paragraph (e) above) and shall be subject to backbilling in the same manner as provided in Section 64.3.4 and Section 64.3.5 above, as the case may be.

- 64.3.6 If the number of DSI or DS3 UNE Loops serving a single building exceed the applicable maximum quantities of such UNEs specified in Sections 66.8 and 66.9, or if the number of DS1 or DS3 UNE Transport circuits on a route exceed the applicable maximum quantities of such UNEs specified in Sections 69.3 and 69.4, then CLEC will not order new UNE Loops or UNE Transport for the buildings or routes, as the case may be, and CLEC must immediately submit the necessary orders to disconnect or convert a sufficient number of such UNEs to conform to the maximum quantities of such UNEs allowed pursuant to such paragraphs. CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable access service arrangements on any UNEs which exceed such maximum quantities back to the date on which the applicable number of UNEs exceeded such maximums. If CLEC fails to submit the necessary orders, then upon thirty (30) days advance written

notice, CenturyLink will be entitled to convert the excess UNEs to comparable Access Services and to assess a non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

- 64.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.
- 64.4.1 Any combination of the following, where both are provided by CenturyLink, are subject to the EEL use restrictions in this Agreement. Such restrictions apply irrespective of the manner in which the Local Loops and transport are combined.
- a. high capacity Local Loops (DS1, DS3), to the extent available, and special access transport (a Commingled facility); or
  - b. special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a Commingled facility); or
  - c. high capacity Local Loops (DS1, DS3) and Dedicated Transport (DS1, DS3).
- 64.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting CenturyLink's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service.
- 64.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services, or long distance services. Facilities connecting CenturyLink's network and Interexchange Carriers' networks used by the Interexchange Carrier to provide such services to End Users do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for Interexchange Services.
- 64.4.4 CLEC may not order or use a UNE for CLEC's own use, administrative or otherwise.
- 64.4.5 An Information Service is not an eligible Telecommunications Service except that CLEC can use unbundled Local Loops to provide xDSL services in accordance with this Agreement.

## **65. NETWORK INTERFACE DEVICE**

- 65.1 Apart from its obligation to provide the existing Network Interface Device (NID) functionality as part of an unbundled Local Loop or subloop, CenturyLink also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to this Section and its subsections, CenturyLink shall provide access to the existing NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Table 1.

- 65.2 Under no circumstances shall CLEC connect to either side of the NID or to the End User's Inside Wiring unless the CenturyLink network is first properly disconnected from the End User's Inside Wiring as set forth in this Article.
- 65.3 Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a Building, maintenance and control of the End User's inside wiring (i.e., on the End User's side of the Demarcation Point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's Inside Wire on the End User's side of the Demarcation Point must be resolved by the End User.
- 65.4 CLEC may obtain unbundled access to the NID on CenturyLink's network side or the End User access side on a stand-alone basis to permit CLEC to connect its own loop facilities to the Premises wiring. CLEC may not connect to the End User access side of the NID except as a UNE in accordance with these terms.
- 65.5 CLEC may elect to disconnect CenturyLink's Local Loop from the NID on the End User access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID. CenturyLink, at the request of CLEC, will disconnect the CenturyLink Local Loop from the NID or will arrange access to the network side of the NID for any purpose. The charges reflected in Table 1 will apply to any CenturyLink dispatch for any purpose initiated at CLEC's request. The phrase "End User access side of the NID" is descriptive and does not convey any ownership or usage rights. The Demarcation Point between the Local Loop (inclusive of the NID) and the End User's Inside Wire is established pursuant to 47 C.F.R. §68.105.
- 65.6 CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other Party's NID.
- 65.7 With respect to multiple dwelling units or multiple-unit business Premises, CLEC shall have the option of connecting directly with the End User's Premises wire, or may connect with the End User's Premises wire via CenturyLink's NID. CenturyLink will provide CLEC with information that will enable its technician to locate End User Premises wiring at NIDs that terminate multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at CLEC's request.
- 65.8 Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by CenturyLink based on the Stand Alone NID Charges set out in Table 1.
- 65.9 CenturyLink will make available to CLEC any existing installed NID at the time CLEC seeks Interconnections to such NID to serve an End User. CenturyLink shall be under no obligation to install a new NID in order to enable CLEC to interconnect to such NID.
- 65.10 CLEC shall not access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. CLEC shall not remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

- 65.11 CLEC may access the End User side of a CenturyLink NID for the purpose of isolating CenturyLink's Local Loop from the Inside Wiring within the NID. Isolation of CenturyLink's Local Loop from the Customer Inside Wiring is achieved by removing the Inside Wiring from the NID terminals and using appropriate method and practices to prevent bare wires from coming in contact with such NID terminals (e.g. capping individual bare wires with Scotchloks™). CLEC may not remove the test port wire from the test port as the isolation method unless CLEC subsequently inserts a dummy test port plug with a rubber weather seal since this may damage CenturyLink's active network by allowing the accumulation of corrosive moisture and short-circuiting insect debris within the test port.
- 65.12 Any access to the End User's side of a CenturyLink NID that utilizes the NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID as a UNE.
- 65.13 CLEC may request any additional types of access to the NID not specifically referenced above. CenturyLink will consider the requested type of access via the BFR process set forth in this Agreement.
- 65.14 CLEC shall be liable to CenturyLink for any damage to a CenturyLink NID caused by improper or unauthorized use of CenturyLink's NID by CLEC. In addition to any monetary damages that CenturyLink may be entitled to recover as a result of such damages, CenturyLink shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.

## **66. LOOP**

- 66.1 Subject to Section 66 and its subsections, CenturyLink will provide CLEC access to UNE Loops under the following terms and conditions. Rates and charges applicable to UNE Loops are set forth in Table 1. To the extent required by Applicable Law, CenturyLink will make available the UNE Local Loops set forth below between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Local Loop Demarcation Point at an End User's Premises. The UNE Local Loop will include any existing NID. The Parties acknowledge and agree that CenturyLink shall not be obligated to provision any of the UNE Local Loops provided for herein to cellular sites or any location that does not constitute an End User Premises. Subject to the restrictions of Section 66.11.2, UNE Loops includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User Premises wiring, provided such wire is owned and controlled by CenturyLink.
- 66.1.1 The Local Loop UNE includes, but is not limited to digital Copper UNE Loops, and, to the extent required by Applicable Law, DS1 Loops and DS3 Loops, where such Loops are deployed in CenturyLink Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.
- 66.1.2 Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops, including replacement or upgrade of any existing NID, are contained in Section 73.

- 66.1.3 Loop Conditioning. Conditioned loops are Local Loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline Telecommunications capability, including DSL. CenturyLink will condition Local Loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table 1. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 67 prior to submitting orders for loops intended for Advanced Services.
- 66.1.4 Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled Local Loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.
- a. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.
  - b. CLEC must specify on the order form whether each Loop should be tagged and labeled.
  - c. The rates for Loop tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the Tag and Label charges.
- 66.2 Loop Testing. At CLEC's request, and if Technically Feasible, CenturyLink will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. To the extent CLEC requests testing that would require CenturyLink to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate CenturyLink for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Article IV.
- 66.2.1 CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the Standard Practices published on the CenturyLink Website. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), CLEC must first conduct trouble isolation to ensure that the trouble does not originate from CLEC's own equipment or network or the equipment of CLEC's customer.
- 66.2.2 Testing shall include Basic Testing, Optional Cooperative Testing and Joint Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request and at CLEC's cost.
- 66.2.3 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require CenturyLink's technician to work jointly with CLEC.

- 66.2.4 Cooperative Testing is provided on Service Order activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
- 66.2.5 Joint Testing is provided at CLEC's request on maintenance activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
- 66.2.6 For either Cooperative Testing or Joint Testing, CenturyLink technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact CLEC's representative, and bill CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set forth in Table 1.
- 66.2.7 CenturyLink will charge CLEC at the rates set forth on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC End User's side of the Demarcation Point.
- 66.3 Intentionally Left Blank.
- 66.4 xDSL Loops
- 66.4.1 Pursuant to the terms and conditions contained in this Article, CLEC may order xDSL-capable loops and/or line conditioning for Copper Loops in order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).
- 66.4.2 Upon request, CenturyLink shall provide to CLEC.
- a. information with respect to the spectrum management procedures and policies that CenturyLink uses in determining which services can be deployed;
  - b. information with respect to the rejection of CLEC's provision of Advanced Services, together with the specific reason for the rejection; and
  - c. information with respect to the number of loops using Advanced Services technology within the binder and type of technology deployed on those loops.
- 66.4.3 When CLEC orders an xDSL Loop or Digital Subloop that will be used to provide xDSL service, CLEC will use the applicable ordering code where one has been provided by CenturyLink. Where an applicable ordering code has not been provided by CenturyLink, CLEC will note that the loop or subloop will be used



to provide an xDSL service in the “Remarks” section of the Local Service Request (LSR). In connection with the provision of Advanced Services, CLEC shall provide to CenturyLink the following information on the type of technology that CLEC seeks to deploy.

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

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

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

66.6.1 2-Wire Digital Loop. A 2-Wire Digital UNE Loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop will be provisioned in accordance with industry standards.

66.6.2 A DS1 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User’s Premises and having bandwidth up to 1.544 Mbps. DS1 UNE Loops will be offered and/or provided pursuant to Section 66.8 below.

66.6.3 DS3 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User’s Premises and having bandwidth up to 45 Mbps. DS3 UNE Loops will be offered and/or provided pursuant to Section 66.9 below.

- 66.6.4 CenturyLink shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Article II of this Agreement.
- 66.7 Non-Standard Digital Loops. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), CenturyLink will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Section 66 are applicable.
- 66.8 DS1 Loops
- 66.8.1 Subject to the cap in Section 66.8.2, CenturyLink will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 64 shall apply in that Wire Center.
- 66.8.2 In Wire Centers not listed on CenturyLink's Website, CLEC shall not be entitled to obtain more than ten (10) DS1 UNE Loops to any single Building.
- 66.9 DS3 Loops
- 66.9.1 Subject to the cap described in Section 66.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 UNE Loop to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 64 shall apply in that Wire Center.
- 66.9.2 In Wire Centers not listed on CenturyLink's Website, CLEC may obtain a maximum of one (1) unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled Local Loops.

- 66.10 Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below.
- 66.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, CenturyLink may elect to provide CLEC nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (i.e., equivalent to DS0 capacity) using Time Division Multiplexing, or to a spare Copper Loop serving that customer on an unbundled basis. CenturyLink shall not be required to provide CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.
- 66.11 FTTH and FTTC Loops
- 66.11.1 New builds. CenturyLink will not provide CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink deploys such loop to an End User's Premises that previously has not been served by any loop facility.
- 66.11.2 Overbuilds. CenturyLink will not provide CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink has deployed such a loop in parallel to, or in replacement of, an existing Copper Loop facility, except that:
- a. CenturyLink will maintain the existing Copper Loop connected to the particular End User's Premises after deploying the FTTH or FTTC loop and provide CLEC non-discriminatory access to that Copper Loop on an unbundled basis, unless CenturyLink retires the Copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv). CenturyLink is not required to incur any expenses to ensure that the existing Copper Loop remains capable of transmitting signals prior to receiving a request from CLEC for such loop. Once a request for the loop is received, CenturyLink will restore the Copper Loop to serviceable condition based upon CLEC's request and at CLEC's expense.
  - b. If CenturyLink retires a Copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv), CenturyLink will provide CLEC non-discriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.
- 66.12 Dark Fiber Loops. CenturyLink is not required to provide CLEC with access to Dark Fiber Loops on an unbundled basis.

- 66.13 Sub-Loops. A subloop is defined as a portion of the full Local Loop that is Technically Feasible to access at an access terminal on CenturyLink's outside transmission facilities. An access terminal is any point on the loop where technicians can access the wire or fiber within a cable without removing the splice case or outer sheath (e.g., accessed via screw posts, terminals, patch panels). To the extent they meet the above definition, such points may include a pole or drop pedestal, the serving area interface, or the network interface device. Available subloops are:
- 66.13.1 Feeder: a transmission path between the MDF in any type of CenturyLink switch Premises and a subtending FDI or functional equivalent. CenturyLink is not obligated to offer feeder sub-loops as a UNE.
  - 66.13.2 Distribution subloop: a transmission path between an FDI or its functional equivalent and an available access terminal at or near a subtending End User Premises.
  - 66.13.3 Multi-unit Premises wiring subloop: a transmission path between a CenturyLink terminal at or near a multiunit Premises, such as a pole or pedestal, the NID, or the minimum point of entry, and the End User Demarcation Point, including Inside Wire that is owned or controlled by CenturyLink at a multiunit customer Premises.
    - a. CenturyLink will not provide or maintain Inside Wire in situations where it determines there are health or safety concerns in doing so.
  - 66.13.4 Subloops must be requested using the ICB process set forth in this Agreement due to the unique circumstances of each subloop project and the wide variety of circumstances that must be taken into account in provisioning of subloops. Additionally, CLEC must also contemporaneously submit a collocation application pursuant to the Collocation application and construction process set forth in this Agreement whenever a Collocation arrangement is necessary or appropriate for provisioning the contemplated subloop. Any Collocation applications submitted for purposes of supporting a contemplated subloop shall include a disclosure and description of such subloop plans.
  - 66.13.5 Except as may otherwise be expressly provided under Applicable Law, CenturyLink shall not be required to provide CLEC access to Dark Fiber subloops.
  - 66.13.6 The UNE subloop will include any existing NID. Terms and conditions for making any network modifications resulting from CLEC's request for subloops, including replacement or upgrade of any existing NID, are contained in Section 73.
  - 66.13.7 Copper Subloops. CenturyLink will provide CLEC with access to copper sub-loops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used

by CLEC to provide voice-grade services as well as digital subscriber line services.

66.13.8 Fiber Subloops. On a route where CenturyLink is required by law to provide CLEC with non-discriminatory access to a FTTH or FTTC loop, CLEC may also request a subloop consisting of a single 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop.

66.13.9 Deployment of Advanced Services by CLEC over subloops will be in accordance with the terms included in Section 66.4.3.

## **67. LOOP MAKE-UP INFORMATION**

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

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

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

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

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

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

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

67.5.3 If CenturyLink undertakes Conditioning activity for a particular loop to provide for the successful installation of Advanced Services, CLEC will pay applicable conditioning charges. All charges will be as set forth in Table 1.

## **68. LOCAL CIRCUIT SWITCHING**

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

## 69. DEDICATED TRANSPORT

- 69.01 CenturyLink shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions. Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Dedicated Transport, are solely available after February 2, 2020 when both endpoints is a wire center listed at <http://www.centurylink.com/wholesale/clecs/nta.html>
- 69.1 CenturyLink shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis at the rates set forth on Table 1, as set forth in this Agreement.
- 69.1.1 Subject to the limitations set forth in Sections 69.3 and 69.4, UNE Dedicated Transport will be provided only where such facilities are Currently Available at the time of CLEC's request, and only over routes within the same LATA where CenturyLink is required to make UNE Dedicated Transport available pursuant to Applicable Law.
- 69.1.2 Notwithstanding any other provision of this Agreement, CenturyLink is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers.
- 69.2 Subject to availability and the limitations in this Section, CenturyLink will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps). UNE Dedicated Transport shall be dedicated to CLEC's designated traffic.
- 69.3 DS1 Dedicated Transport.
- 69.3.1 DS1 Dedicated Transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular carrier.
- 69.3.2 CenturyLink will only provide DS1 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 2 or Tier 3 on one or both ends of the route.
- 69.3.3 CLEC may obtain a maximum of ten (10) DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.
- 69.4 DS3 Dedicated Transport.
- 69.4.1 DS3 Dedicated Transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.
- 69.4.2 CenturyLink will only provide DS3 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 3 on one or both ends of the route.

- 69.4.3 CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.

## **70. DARK FIBER TRANSPORT**

- 70.1 Dark Fiber is an existing fiber facility that has not been activated through connection to the optronics that “light” it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyLink’s network.
- 70.2 CenturyLink shall provide access to unbundled Dark Fiber Transport at the rates set forth in Table 1 under the following terms and conditions.
- 70.3 CenturyLink shall unbundle Dark Fiber Transport only when either CenturyLink Wire Center defining the route is a Tier 3 Wire Center.
- 70.3.1 Where CenturyLink is not required to provide unbundled Dark Fiber Transport, CLEC may not obtain new Dark Fiber Transport as a UNE.
- 70.3.2 Maintenance and Testing
- a. CenturyLink is only responsible for maintaining the facilities that it owns. Dark Fiber will be provided as is. No conditioning will be offered, and CenturyLink will not be required to condition Dark Fiber on CLEC’s behalf.
  - b. CenturyLink is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate CLEC requirements.
  - c. CenturyLink does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time. CenturyLink agrees to conduct cooperative testing with CLEC at CLECs request and cost. Cost for the tests will be determined at the time of the testing request.
- 70.3.3 Dark Fiber Availability
- a. Dark Fiber requests will be handled on a first come, first served basis, based on the date the BFR Application is received.
  - b. Spare fibers in a sheath are not considered available if CenturyLink has plans to put the fiber in use within the current year or the following year.
  - c. CenturyLink will also maintain fibers to facilitate maintenance, rearrangements and changes. CenturyLink will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of seventy-two (72) fibers.
  - d. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available.

- e. Fibers assigned to any carrier that are still pending optronics installations will be deducted from the total number of spare fibers that would otherwise be available.

#### 70.3.4 Access to Dark Fiber Transport

- a. Virtual and Physical Collocation arrangements may be used by CLEC to locate the optical equipment necessary to "light" leased Dark Fiber. On routes where CenturyLink is required to unbundle Dark Fiber Transport pursuant to Section 70.3, CenturyLink will only provide CLEC access to such Dark Fiber Transport where CLEC has Collocation space, leased as provided in Article IX, in each CenturyLink Central Office or Wire Center where the requested Dark Fiber Transport fiber(s) terminates.
- b. At CenturyLink Central Offices, Dark Fiber Transport terminates on a fiber distribution frame (or its equivalent) in the Central Office. The Demarcation Point for Dark Fiber Transport at Central Offices and Remote terminals will be in a CenturyLink-approved Splitter shelf or fiber patch panel. This arrangement allows for non-intrusive testing.
- c. If fiber patch panels (FPPs) or Splitter shelves are not located within close enough proximity for a fiber patch cord, CLEC must submit an ASR for the purchase and installation of CCXC.
- d. Establishment of applicable fiber optical equipment or intermediate repeaters needed to power the unbundled Dark Fiber Transport in order to carry Telecommunications Services is the responsibility of CLEC.

#### 70.3.5 Dark Fiber Transport Application and Ordering Procedure

- a. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber Transport between the CLEC-specified locations. The application fee noted on Table 1 will be charged to CLEC for each application submitted by CLEC.
- b. If Dark Fiber Transport is not available, CenturyLink will notify CLEC of the DFA rejection. If CLEC contests the rejection, CLEC will follow the Dispute Resolution Process provided in this Agreement.
- c. If Dark Fiber Transport is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber Transport quote, via a firm order, within ten (10) Business Days of receipt of quote. CLEC will submit a firm order for Dark Fiber Transport via an ASR.



- d. CenturyLink will reserve the requested Dark Fiber Transport for CLEC during these ten (10) Business Days. If CLEC does not submit a firm order by the tenth (10th) Business Day, the requested Dark Fiber Transport will no longer be reserved. Thereafter, CLEC must submit another DFA and application fee.
- e. By submitting the Dark Fiber firm order, CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.
- f. Billing of the monthly recurring and non-recurring charges will begin upon completion by CenturyLink of the Dark Fiber Transport order.
- g. If CLEC cancels firm order before the established due date, CLEC agrees to reimburse CenturyLink for all costs incurred by CenturyLink related to the DFA and the firm order.

70.3.6 Rules for Reclaiming Dark Fiber

- a. If, at any time, CenturyLink determines that it will not have sufficient fiber to meet its bandwidth requirements within the twelve (12) months following the determination, CenturyLink may reclaim from CLEC the right to use the Dark Fiber, whether or not CLEC is utilizing the Dark Fiber.
- b. CenturyLink will provide CLEC six (6) months written notice of its intention to reclaim Dark Fiber.
- c. CenturyLink will provide CLEC with alternative transport options and costs when CenturyLink reclaims Dark Fiber.
- d. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC contests CenturyLink's decision to reclaim Dark Fiber.

**71. UNE COMBINATIONS**

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

71.2 General Terms and Conditions

71.2.1 Upon CLEC's request, and subject to Section 71.2.3, CenturyLink will provide UNEs in a manner that allows CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End Users.

71.2.2 CenturyLink shall not separate UNEs requested by CLEC that CenturyLink currently combines in its network to provide local service. CenturyLink will provide CLEC access to UNE Combinations that CenturyLink ordinarily combines in its network without requiring CLEC to submit a BFR. CLEC must submit a BFR for UNE Combinations not considered "ordinarily combined," including those that: (1) CenturyLink does not provide services

- using such a Combination of Network Elements; or  
(2) CenturyLink does provide services using such Combination but such provisioning is extraordinary (i.e., a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).
- 71.2.3 Upon CLEC's request, CenturyLink will perform the functions necessary to combine the UNEs requested by CLEC, provided that such combination:
- a. is Technically Feasible, including that network reliability and security would not be impaired;
  - b. would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with CenturyLink's network;
  - c. does not impair CenturyLink's ability to retain responsibility for the management, control and performance of its network, or place CenturyLink at a disadvantage in operating its own network.
- 71.2.4 Any request by CLEC that CenturyLink provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 48.
- 71.2.5 CLEC will compensate CenturyLink for the costs of work performed to combine the requested UNEs pursuant to the rates in Table 1 or as agreed upon in the BFR process under Section 48.
- 71.2.6 The provisioning of combinations, including EEL, is limited to existing facilities and CenturyLink is not obligated to construct additional facilities to accommodate any request by CLEC.
- 71.2.7 In the event that CenturyLink denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by CLEC, CenturyLink shall provide written notice to CLEC of such denial and the basis thereof.
- 71.2.8 Upon request, CenturyLink will convert a Tariffed service or group of services, to the equivalent UNE/UNE combination that is available to CLEC pursuant to this Section, or will convert a UNE/UNE combination to the equivalent Tariffed service(s) (collectively Conversion). CenturyLink will charge, and CLEC agrees to pay, applicable non-recurring Service Order charges and conversion rates included in this Agreement and/or in the Tariff.
- 71.2.9 A Conversion will be considered a termination for purposes of any volume and/or term commitments or Grandfathered status between CLEC and CenturyLink.

- 71.3      Commingling
- 71.3.1      Intentionally Left Blank
- 71.3.2      Subject to other applicable provisions of this Agreement including prohibitions and restrictions, CenturyLink shall permit CLEC to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from CenturyLink to the extent required by Applicable Law.
- 71.3.3      CenturyLink shall charge CLEC the non-recurring and recurring rates applicable to the UNEs, facilities or services that CLEC has obtained at wholesale from CenturyLink. If any Commingling requested by CLEC requires physical work to be performed by CenturyLink, CenturyLink shall charge CLEC, as noted on the BFR Quote.
- 71.3.4      Each component of the Commingled facility, either UNE or Tariff service, will be billed at the UNE or Tariff service rate for that component, plus applicable non-recurring charges. CenturyLink will not ratchet the price of individual components; that is, CenturyLink will not reflect a combination of UNE and Tariff rates for the same component.
- 71.4      Specific Combinations – EELs
- 71.4.1      In order to facilitate the provisioning of EELs, CenturyLink shall support the ordering and provisioning of this specific combination as set forth below.
- 71.4.2      Where required under Applicable Law, CenturyLink will offer the combination of unbundled Local Loops with unbundled Dedicated Transport. CenturyLink will provide EELs at the applicable recurring and non-recurring charges as specified in Table 1 for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges, will apply. CenturyLink will cross-connect unbundled 2- or 4-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC’s provision of circuit switched Telephone Exchange Service to CLEC’s End Users.
- 71.4.3      Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table 1.
- 71.4.4      In order to obtain the EEL combinations below, CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. CenturyLink will offer the following EEL Combinations:
- a.      an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;

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

#### 71.4.5 EEL Eligibility Criteria

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

c. a Collocation located at a third party's Premises within the same LATA as the CLEC's End User's Premises, when CenturyLink is the collocator.

5. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service Interconnection Trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an Interconnection arrangement with CenturyLink for the meaningful exchange of Local Traffic that flows in both directions, such Interconnection arrangement shall not satisfy this criteria, and

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

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

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

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

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

- 71.5.4 In no event shall rates set under §252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the service Eligibility Requirements and conditions set forth in this Article for that UNE combination, arrangement, or circuit, as the case may be.
- 71.5.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the service Eligibility Requirements, CLEC shall reimburse CenturyLink for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the service Eligibility Requirements and for CenturyLink's necessary and reasonable internal costs incurred conducting the audit.
- 71.5.6 CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of one (1) year.

## **72. INTENTIONALLY LEFT BLANK**

## **73. ROUTINE NETWORK MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK**

- 73.1 At CLEC's request CenturyLink shall make Routine Network Modifications to UNE Loop or Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. CenturyLink shall perform Routine Network Modifications to UNE facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 73.2 A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own customers. Routine Network Modifications may include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that CenturyLink ordinarily attaches to activate such UNE Loops or Transport facilities for its own End User. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 73.3 Routine Network Modifications do not include: the construction of a new UNE Loop or Dedicated Transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or Building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for CLEC.

- 73.4 CenturyLink will determine whether and how to perform Routine Network Modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyLink's End User.
- 73.5 If CLEC requests one or more unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyLink will, where available, move the requested unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Local Loop. If, however, no spare Local Loop facility is available for unbundling, CenturyLink will notify CLEC of the lack of available facilities.
- 73.6 CenturyLink will provide Routine Network Modifications based on the terms and conditions set out in this Article, at the prices in Table 1 or on CenturyLink's BFR price quote. The Parties agree that the Routine Network Modifications for which CenturyLink is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLECs as an ICB include, but are not limited to: adding an equipment case; adding a doubler or repeater including associated line card(s); installing a repeater shelf and any other necessary work and parts associated with a repeater shelf; and where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Dedicated Transport facility when ordered.
- 73.7 CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to End User-provided equipment.

## ADDITIONAL SERVICES

### 83. NUMBER PORTABILITY

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



- 83.3.2 CLEC must be NPAC certified and have met CenturyLink testing parameters prior to activating LNP. Each Party will bear its own expenses for testing.
- 83.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 83.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) Days in advance of any system updates that may affect the porting operations of CLEC or CenturyLink. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.
- 83.4 A Party requesting a number to be ported must send the other providing Party a LSR. If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the CenturyLink Wholesale Website and comply with applicable FCC rules, regulations and orders.
- 83.4.1 End User Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected.
- 83.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.
- 83.4.3 Inactive Numbers. CenturyLink will not port numbers not currently being used by a CenturyLink End User or previously reserved on an existing CenturyLink End User's account.
- 83.4.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
- 83.4.5 Porting Interval. Both Parties agree to porting intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (<http://www.npac.com/lnpa-working-group/lnp-best-practices>) The following terms shall also apply:
- a. Local Number Portability (LNP) orders may not be expedited.
  - b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing.

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

- 83.4.6 FOC. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party at intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (<http://www.npac.com/lnpa-working-group/lnp-best-practices>)
- 83.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.
- a. CLEC bears sole responsibility for any End User issues associated with porting cutovers when CenturyLink recommends a project approach and CLEC declines to use such a process.
- 83.4.8 Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Table 1 for each LSR received. The Party will bill the Service Order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 83.4.9 When CenturyLink receives an un-queried call from CLEC to a telephone number that has been ported to another local services provider, the Transit rate and the LNP query charges found in Table 1 will apply.
- 83.4.10 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to End Office Switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.

- 83.4.11 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
  - 83.4.12 Each Party shall become responsible for the End User's other ancillary services, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the port of the End User's telephone number to its switch is completed.
- 83.5 Cut-Over Process for Number Porting Orders
- 83.5.1 Ten-Digit Unconditional Trigger Method (TDT) Cut-Over
    - a. Where Technically Feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not Technically Feasible.
    - b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows at <http://www.npac.com/lnpa-working-group/nanc-lnp-process-flows> (See Flows 9 and 10).
  - 83.5.2 Coordinated Hot Cuts (CHC)
    - a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.
    - b. Pricing for Number Portability CHCs
      - 1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable Charges set forth in Table 1.
      - 2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium and overtime rates will apply as applicable for Service Order work performed outside normal business hours, weekends, and holidays.
      - 3. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

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

- 84.1 Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services, CenturyLink and CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWS) that it owns or controls on terms, conditions and prices comparable to those offered

to any other entity pursuant to each Party's Tariffs and/or in a separate written agreement and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

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

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

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

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

### **85.2.1 Call Routing**

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

### **85.2.2 Facilities and Trunking**

- a. CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's SR, at standard CenturyLink rates found in Table 1 or, if ordered as Switched Access Service or Special Access Service, then at the rates found in the appropriate access tariff. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where Technically Feasible and facilities are available at rates found in Table 1 or, if ordered as Switched

Access Service or Special Access Service, then at the rates found in the appropriate access tariff.

- b. Upon written request by CLEC, CenturyLink shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

### 85.2.3

#### Database

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

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

85.3.1 Call Routing

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

85.3.2 Facilities and Trunking

- a. CLEC or its agent shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. CLEC or its agent will provision these transport facilities in accordance with applicable NENA standards. CLEC or its agent shall order such transport facilities from CenturyLink at the rates found in Table 1. CenturyLink's access services are available as an alternative, and when CLEC or its agent chooses to order switched or special access facilities, the appropriate CenturyLink access tariff rates apply instead of the rates found in Table 1. CLEC or its agent shall engineer its 911 Trunks to attain a minimum of P.01 grade of service as measured using the "busy day/busy hour criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.
- b. CLEC acknowledges that End Users in a single Local Calling Area may be served by different SRs, and that CLEC or its agent shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.
- c. CLEC or its agent is responsible for providing a separate 911 Trunk group for each county or other geographic area that CLEC serves if the PSAP for such county or geographic area has a specified varying default routing condition. If CLEC or its agent uses MF signaling, it must transmit 911 traffic over a separate 911 Trunk group for each NPA (area code) served by affected PSAPs.
- d. Where diverse routing to CenturyLink SRs is desired by CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then CLEC is responsible for ordering such transport facilities at CLEC's expense. These diverse transport facilities to interconnect the CLEC to

CenturyLink's SR will be ordered at rates found in Table 1 or, if ordered as Switched Access Service or Special Access Service, then at the rates found in the appropriate access tariff.

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

85.3.3 Selective Router Port Charges/Terminations for Connecting Companies

- a. The CLEC is required to order two trunks and associated ports for the establishment of the connection to the Selective Router that provides connectivity for incoming 911 trunks to enable CLEC access to the Emergency Services network. The SR Trunk Port is billed recurring and nonrecurring rates per port at the rates found in Table 1.

85.3.4 Database

- a. Once 911 Trunks have been established and tested between CLEC and appropriate SRs, CLEC or its agent shall be responsible for providing CLEC's End User records to CenturyLink for inclusion in CenturyLink's ALI Database.
- b. CLEC shall assign a 911 database coordinator charged with the responsibility of forwarding CLEC End User ALI record information to CenturyLink.
- c. CLEC shall provide initial and ongoing updates of CLEC's 911 records that are MSAG-valid in electronic format based upon established NENA standards. CLEC shall provide information on new subscribers to CenturyLink within one (1) Business Day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from CLEC. If CenturyLink detects an error in the CLEC provided data, the data shall be returned to the Company ID owner within two (2) Business Days from when it was provided to CenturyLink. CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly

or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.

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

#### 85.3.5 Other

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

#### 85.4 Responsibilities of Both Parties

85.4.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated CenturyLink 911 Selective Router(s).

85.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunking rather than CAMA MF trunking.

85.4.3 CenturyLink and CLEC will cooperate to promptly test all trunks and facilities between CLEC's switch and the CenturyLink SR(s) in accordance with industry standards.

85.4.4 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network. CLEC is



responsible for advising CenturyLink of the 2-6 code (TSC) and the fact that the trunk group is a 911 Trunk group when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to CLEC if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

85.5 Intentionally Left Blank

85.6 Methods and Practices

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

85.7 Ordering

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

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

85.8 Basis of Compensation

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

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

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

85.9 Liability

85.9.1 911 Service is provided by CenturyLink subject to limitation of liability under Applicable Law and the following subsections.