

this Agreement, each Party will make available to the other Party evidence of the insurance required herein. CenturyLink's evidence of insurance is available at [www.centurylink.com/moi](http://www.centurylink.com/moi).

## **25. NON-EXCLUSIVE REMEDIES**

25.1 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled to under this Agreement or at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

## **26. RESERVATION OF RIGHTS**

26.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (c) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

## **27. NOTICES**

27.1 Any notices required by or concerning this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery, or (d) on the date of an email, when such notices are sent to the addresses specified below.

27.2 Notices conveyed pursuant to this Section shall be delivered to the following addresses of the Parties or to such other address as either Party shall designate by proper notice:

CenturyLink:  
Director Sales Support  
700 W Mineral Ave – Room MN D18.30  
Littleton, CO 80120  
Phone: 303-992-5906  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

With copy to CenturyLink at the address shown below:  
CenturyLink Legal Department  
Wholesale Interconnection  
700 W Mineral Ave – Room L14.08  
Littleton, CO 80120  
Phone: 303-992-5599  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

CLEC at the address shown below:  
Planet Networks, Inc.  
Robert Boyle, CEO  
4 Park Place  
Newton, NJ 07860  
Email: [robert@planet.net](mailto:robert@planet.net)  
Telephone: 862-300-3103

With copy to CLEC at the address shown below:  
Planet Networks, Inc.  
Ryan Stohr, Facilities Engineer  
4 Park Place  
Newton, NJ 07860  
Email: [ryan@planet.net](mailto:ryan@planet.net)  
Telephone: 862-300-3155

## 28. REFERENCES

28.1 All references to Articles, Sections, attachments, Tables and the like shall be deemed to be references to Articles, Sections, attachments and Tables of this Agreement unless the context shall otherwise require.

## 29. RELATIONSHIP OF THE PARTIES

29.1 Nothing in this Agreement shall make either Party or a Party's employee an employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.

- 29.2 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 29.3 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 29.4 Except as provided by Section 23, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.
- 29.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 29.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

### **30. SUCCESSORS AND ASSIGNS – BINDING EFFECT**

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

### **31. SURVIVAL**

- 31.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 12), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 22), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, or termination of this Agreement, shall survive the expiration or termination of this Agreement.

### **32. TAXES/FEEES**

- 32.1 Any State or local excise, sales, or use taxes (defined in Sections 32.3 and 32.4) and fees/regulatory surcharges (defined in Section 32.5) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the

obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

- 32.2 Notwithstanding anything to the contrary contained herein, CLEC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Term of this Agreement. In addition, CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate State, regulatory, municipality, local governing, regulatory and/or legislative body. It is expressly understood and agreed that CLEC's representations to CenturyLink concerning the status of CLEC's claimed tax exempt status, if any, and its impact on this Section 32 are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify CenturyLink.
- 32.3 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.
- 32.4 Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Party or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.
- 32.5 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting Party. Fees/regulatory surcharges shall include but not be limited to E911/911, other N11, franchise fees, and Commission surcharges.

### **33. TERRITORY**

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

33.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 6.7 of this Agreement.

#### **34. THIRD-PARTY BENEFICIARIES**

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

#### **35. USE OF SERVICE**

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

#### **36. FEDERAL JURISDICTIONAL AREAS**

36.1 To the extent that CenturyLink has contracts with federal entities in areas or structures used for military purposes (Federal Enclaves) such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

#### **37. WAIVER**

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

#### **38. WITHDRAWAL OF SERVICES**

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

#### **39. TECHNOLOGY UPGRADES**

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

## **ARTICLE III. IMPLEMENTATION**

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

### **40. IMPLEMENTATION PLAN**

- 40.1 This Agreement together with the Standard Practices and any Tariff terms incorporated herein by reference, set forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. To the extent not otherwise specified or incorporated by reference herein, the Parties agree to work cooperatively to identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.
- 40.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 15.

### **41. SECURITY DEPOSIT**

- 41.1 CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, Carrier will be considered in material breach of the Agreement and CenturyLink may stop processing orders for service.
- 41.2 In the event of a material change in CLEC's financial condition subsequent to the Effective Date of this Agreement, CenturyLink may request a security deposit. A "material change in financial condition" means CLEC is a new CLEC with no established credit history, or is a CLEC that has not established satisfactory credit with CenturyLink, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink due to a previous failure to pay undisputed charges in a timely manner. CenturyLink may require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period.
- 41.3 The deposit amount may not exceed the estimated total monthly charges for a two (2) month period based upon recent or projected Billing. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars (\$5,000,000.00). The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions

acceptable to CenturyLink, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand.

- 41.4 CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 41.4.1 when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; and/or
  - 41.4.2 to the extent permitted by Applicable Laws, when CLEC files for protection under the bankruptcy laws; and/or
  - 41.4.3 to the extent permitted by Applicable Laws, when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; and/or
  - 41.4.4 when this Agreement expires or terminates.
- 41.5 If any security deposit held by CenturyLink is applied as a credit toward payment of CLEC's balances due to CenturyLink, then CenturyLink may require CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 41.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, CLEC may request and CenturyLink will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.
- 41.7 CenturyLink may review CLEC's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated hereinabove.

## **42. START-UP DOCUMENTATION**

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

## **43. LETTER OF AUTHORIZATION (LOA)**

- 43.1 To the extent the Party has not previously done so, the Party shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers.

- 43.2 Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained from the End User the appropriate authorization required under Applicable Law to change service providers or release of CPNI.
- 43.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 43.4 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period specified in 47 C.F.R. §64.1120(a)(1)(ii).
- 43.5 For any prospective CLEC End User, CenturyLink shall provide CLEC with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring CLEC to produce an individually signed LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders. These terms in this Section shall be reciprocal for any prospective CenturyLink End User.
- 43.6 The provisioning of CPNI from CenturyLink to CLEC shall be accomplished through the preordering Electronic Interface.
- 43.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 C.F.R. §64.1120 shall be made available to the other Party within three (3) Days of a written request for such documents. Failure to produce proper documentation within three (3) Days of such request shall be considered a material breach of this Agreement. If a Party is in breach of these requirements on multiple occasions, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 6.6 if an ongoing Default is not substantially rectified within the applicable timeframes.
- 43.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, procedures and timeframes specified in 47 C.F.R §64.1150 shall apply to any claims concerning unauthorized changes in preferred carriers. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other



Party shall not be entitled to exercise alternative remedy under Section 43.7 unless the Commission determines otherwise.

- 43.9 In the case of any unauthorized carrier change, CenturyLink will bill CLEC fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

## **ARTICLE IV. OPERATIONAL TERMS**

### **44. STANDARD PRACTICES**

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

### **45. ESCALATION PROCEDURES**

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

### **46. CONTACT WITH END USERS**

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

## **47. CAPACITY PLANNING AND FORECASTS**

### **47.1 Forecast Requirements for Interconnection**

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

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

### **47.2 Format and Content**

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

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

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

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

### **47.3 Responsibility of Parties**

47.3.1 The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

- a. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.

- b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume exchanged between the Parties.
- 47.3.2 In addition to the joint trunk group forecasting established in Section 47.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.
- 47.3.3 Both Parties will perform a joint validation to ensure current Interconnection Facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 59.2.3 will be used in determining trunk group sizing requirements and forecasts.
- 47.3.4 If, based on the forecasted equivalent DS1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 47.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

#### **48. BONA FIDE REQUEST (BFR)**

- 48.1 Through the BFR process, CLEC may request: (a) Interconnection or access to a Network Element CenturyLink is required to provide under Applicable Law, but such Interconnection or Network Element is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (b) access to facilities and equipment that are not Currently Available, or to UNEs that are superior or inferior in quality than those that CenturyLink provides to itself; and (c) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process.
- 48.2 Notwithstanding anything to the contrary in this Agreement, CenturyLink shall only be required to provide or continue to provide Interconnection or UNEs and/or other arrangements and services that CenturyLink is otherwise obligated to provide under Applicable Law pursuant to the provisions of this Agreement, including the BFR process. While CenturyLink may permit CLEC to submit BFR requests for Interconnection or Network Elements, arrangements or services that CenturyLink is not obligated under Applicable Law to provide, CenturyLink is not required to provide such Interconnection or Network Elements, arrangements or services, and CenturyLink may elect or decline to provide same at its sole discretion.
- 48.3 Process
  - 48.3.1 CLEC shall submit to CenturyLink a written BFR application (Request), in a form to be provided by CenturyLink and as

published on CenturyLink's Website. The Request shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyLink has sufficient information to analyze and prepare a response.

- 48.3.2 If fulfilling the request involves construction or engineering analysis, CenturyLink will notify CLEC in writing of the requirement for construction or engineering analysis and CenturyLink will not perform the analysis unless CLEC, at its discretion, remits the non-refundable, non-recurring (NRC) payment set forth in Table 1 to compensate CenturyLink for its costs to perform the required analysis. CenturyLink shall have no obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.
- 48.3.3 CLEC may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyLink will then cease analysis and/or development of the Request. However, CLEC will pay CenturyLink its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyLink receives CLEC's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.
- 48.3.4 CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. If any additional information is needed for a complete and accurate Request then within fifteen (15) days receipt of the initial Request, CenturyLink will give notice to CLEC of the need for such additional information. CenturyLink will treat the date of receipt of any such additional information as the new Request date under this subparagraph and the same timeframes shall thereafter apply.
- 48.3.5 Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.
- 48.3.6 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.
- 48.3.7 Upon receiving CLEC's written acceptance and authorization of the Preliminary Analysis, CenturyLink will proceed to develop a Final Quote. The Final Quote shall contain a description of each

access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. CenturyLink shall provide the Final Quote within ninety (90) Days of receiving CLEC's written acceptance and authorization to the Preliminary Analysis.

48.3.8 The availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance as described below in Section 48.3.9. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.

48.3.9 Within thirty (30) Days of receipt of the Final Quote, or additional time as may be mutually agreed by the Parties, CLEC must either (a) confirm or cancel its Request in writing (Final Acceptance), or (b) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 15. CLEC's written acceptance must include payment of one-hundred percent (100%) of the quoted costs.

#### **49. ORDERING AND PROVISIONING**

##### **49.1 National Exchange Access Center (NEAC)**

49.1.1 CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Unbundled Network Elements, features, and functions.

49.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions and capabilities.

49.1.3 CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the Parties agree otherwise.

##### **49.2 National Access Service Center (NASC)**

49.2.1 CenturyLink shall provide a NASC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Interconnection services.

- 49.3        Ordering and Provisioning
- 49.3.1        CenturyLink will provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to order Unbundled Network Elements. If CenturyLink deploys any enhanced electronic capability CenturyLink will notify CLEC of availability and CLEC shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.
- 49.3.2        The Parties agree that orders for services under this Agreement will not be submitted or accepted until after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 42.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.
- 49.3.3        Intentionally Left Blank.
- 49.3.4        CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex Service Order charges pursuant to Tariff terms may apply.
- 49.3.5        Where Technically Feasible, the NEAC will coordinate support for all designed and/or complex services provided to CLEC.
- 49.3.6        To the extent required by Applicable Law, and upon request from CLEC, employing CenturyLink's LSR, CenturyLink will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.
- 49.3.7        Intentionally Left Blank.
- 49.3.8        The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all orders.
- 49.4        Pre-qualification of Lines
- 49.4.1        CenturyLink will accept line pre-qualification requests as follows:
- 49.4.2        CLEC will submit a Line Pre-Qualification Request using the CenturyLink order submission process. Each order is limited to a maximum of seven (7) lines. Each line must be identified by the following:
- a.    Customer Telephone Number
  - b.    Customer Address
  - c.    Customer Name

- 49.4.3 CenturyLink will acknowledge receipt of the request or reject the request and give reasons therefore within twenty-four (24) Business Day hours. Within three (3) Days of receiving a complete and accurate request, CenturyLink will report by email the following data on the line(s): length of loop, number of load coils, and number of bridge taps.
  - 49.4.4 CLEC shall pay the pre-qualification order price set forth in Table 1 for each submitted order.
  - 49.4.5 Pre-qualification requests are submitted at CLEC's sole discretion. CenturyLink bears no liability for line quality or the ability of a line to meet CLEC's needs where CLEC has submitted an order without having the line pre-qualified.
- 49.5 Service Order Process Requirements
- 49.5.1 CenturyLink will accept orders for As-Is Transfer of services from CenturyLink to CLEC where CenturyLink is the End User's current local exchange carrier. See definition for "As-Is Transfer of Service.
  - 49.5.2 Intentionally Left Blank.
  - 49.5.3 Intentionally Left Blank.
  - 49.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
  - 49.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises through the lease of the Local Loop as an Unbundled Network Element, and CenturyLink receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.
  - 49.5.6 CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.
  - 49.5.7 Where CLEC is using a single facility to provide service to multiple End Users, CenturyLink will not disconnect that facility as a result of the following procedures.
  - 49.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.
  - 49.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.
  - 49.5.10 Intentionally Left Blank.



- 49.5.11 CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.
- 49.5.12 For services provided through UNEs, CenturyLink shall recognize CLEC as an agent, in accordance with OBF developed processes, for the End User in coordinating the disconnection of services provided by another CLEC or CenturyLink. In addition, CenturyLink and CLEC will work cooperatively to minimize service interruptions during the conversion.

#### 49.6 Abandoned Service

- 49.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.
- 49.6.2 When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, CenturyLink shall notify CLEC that it has had a request for service at the Premises that is currently being served by CLEC.
- 49.6.3 If available to CenturyLink, CenturyLink shall include the name and address of the End User receiving service at such Premises, but at a minimum shall provide local service address information.
- 49.6.4 If CLEC does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving CenturyLink's notification or if CLEC responds relinquishing the facilities, CenturyLink shall be free to use the facilities in question and CenturyLink shall issue a disconnect order with respect to the service at that location. If CLEC responds stating that the service is working and should not be disconnected, CenturyLink will notify the carrier ordering service and request verification of the Premises or the submission of an order for an additional line.

#### 49.7 Due Date

- 49.7.1 CenturyLink shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
- 49.7.2 The ordering process and standard provisioning intervals applicable to Unbundled Network Elements are set forth on the CenturyLink Website, and such process and intervals shall apply.
- 49.7.3 CenturyLink shall use reasonable efforts to complete orders by CLEC requested due date within agreed upon intervals.

- 49.8 Coordination Requests
  - 49.8.1 CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table 1.
  - 49.8.2 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of CenturyLink resources.
  - 49.8.3 Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.
  - 49.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.
  - 49.8.5 Upon CLEC's request, CenturyLink shall suspend or restore the functionality of any Network Element, feature and function to which suspend/restore is applicable.
  - 49.8.6 Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.
- 49.9 Subscriber Premises Inspections and Installations
  - 49.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.
- 49.10 Firm Order Confirmation (FOC)
  - 49.10.1 CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
  - 49.10.2 For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.
  - 49.10.3 CenturyLink shall provide to CLEC the date that service is scheduled to be installed.
- 49.11 Order Rejections
  - 49.11.1 CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.

- 49.11.2 When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.
- 49.12 Service Order Charges
  - 49.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials. This is not available for interconnection Service Orders submitted via ASR.
  - 49.12.2 If a CLEC End User requests a change, CenturyLink, will, at that time, direct the End User to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.
  - 49.12.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.
- 49.13 Intentionally Left Blank
- 49.14 Number Administration/Number Reservation
  - 49.14.1 CenturyLink shall provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC. When CLEC uses numbers from a CenturyLink NXX, CenturyLink shall provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs shall remain CenturyLink's responsibility.
  - 49.14.2 In conjunction with an order for service, CenturyLink shall accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by CLEC.
  - 49.14.3 Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
  - 49.14.4 CenturyLink shall provide testing and loading of CLEC's NXX on the same basis as CenturyLink provides itself or its Affiliates.
- 49.15 Cancellations
  - 49.15.1 CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date. Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) Days to provision will be excluded from this provision.
- 49.16 Discontinuance of Service (Snap-back Provision)
  - 49.16.1 If CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers,

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

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

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

49.17 Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 6 or to suspend provision of services under Section 8 of this Agreement.

## **50. UNIVERSAL SERVICE FUND**

50.1 In order to collect the costs of CenturyLink's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyLink's End Users are charged a Federal Universal Service Charge (FUSC).

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

50.2.1 It is expressly understood and agreed by the Parties that CLEC's provision to CenturyLink of evidence concerning its making adequate payments into the FUSF, and CLEC's representations to CenturyLink in connection therewith, are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify CenturyLink.

## **51. BILLING AND PAYMENTS/DISPUTED AMOUNTS**

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

- 51.6.4 Each Party shall calculate terminating MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 51.7 Billing for Access Services will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.
- 51.8 Upon request by CLEC and to the extent CenturyLink is providing call records for Transit Traffic to other terminating providers served by the same Tandem, CenturyLink will also provide such records to CLEC.
- 51.9 CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access traffic and Transit Traffic records. CenturyLink will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 51.10 The Parties will bill each other in a timely manner. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 51.11 Except for billing pursuant to a Section 15 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.
- 51.12 Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.
- 51.13 If the Bill Due Date is a Saturday, Sunday, or has been designated a Federal or bank holiday, payment is due by the next Business Day.
- 51.14 Any undisputed amount not received by the billing Party by the Bill Due Date, shall be assessed a late payment charge on the past due balance. The billed Party agrees to pay a late payment charge of one and one-half percent (1.5%), compounded monthly, provided however, that the billing Party shall not charge a late fee which exceeds the maximum amount permitted under any Applicable Laws. Such late payment charges shall be included on the next billing invoice.

- 51.15 If any portion of an amount billed under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the CenturyLink website. Disputed billing claims shall be submitted no later than the Bill Due Date.
- 51.15.1 If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges.
- 51.15.2 Payment of billed amounts that are subsequently disputed after the Bill due Date, or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of such Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.
- 51.16 If a disputed charge is resolved in favor of the Billing Party, the billed Party shall pay the disputed charges and any applicable late payment charges in full no later than the next Bill Due Date following resolution of the dispute.
- 51.17 If the dispute is resolved in favor of the billed Party, the Billing Party will adjust the Billing after the resolution of the dispute and will credit the Billed Party for the granted disputed charges and any associated billed late payment charges.
- 51.18 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to the dispute Resolution Section of this Agreement.
- 51.18.1 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, and the Billed Party does not provide written notice of escalation of the dispute within such timeframe, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges, becomes immediately due.
- 51.19 Notwithstanding Sections 51.18 and 51.18.1, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to the Dispute Resolution Section of this Agreement. Such notice may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold

such Disputed Amounts and all withheld amounts, including accumulated late payment charges become immediately due.

- 51.19.1 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to the Dispute Resolution Section of this Agreement. following a notice of denial under Section 51.19 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement.
- 51.19.2 Failure by the billed Party to make a timely response to a notice of denial under Section 51.19 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 51.
- 51.20 Both CLEC and CenturyLink agree to expedite the investigation of any Disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to escalating the billing dispute pursuant to the Dispute Resolution Section of this Agreement.
- 51.21 A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.
- 51.22 Effect of Non-Payment
  - 51.22.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 6.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 41.
  - 51.22.2 Notwithstanding Section 51.22.1 above, if the billed Party does not pay all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement on or after the thirtieth (30th) day following the Bill Due Date after providing



written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders pursuant to Section 51.22.1 so long as the appropriate dates for each consequence are listed therein. If the services are disconnected and the billed Party subsequently pays all such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 41.

51.22.3 Notwithstanding Sections 51.22.1 and 51.22.2 above, if the billing Party is forced to undertake collection efforts for undisputed, Defaulted or post-termination amounts outstanding or for Disputed Amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party for any and all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

## **52. AUDITS**

52.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Audit shall mean a comprehensive review of bills for services performed under this Agreement; Examination shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the Requesting Party) may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twenty-four (24) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

52.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to

make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

- 52.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a Special Data Extraction shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 52.4 Adjustments based on the audit findings may be applied to the twenty-four (24) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties.
- 52.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 52.6 On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.
- 52.7 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

### **53. CENTURYLINK OSS INFORMATION**

- 53.1 Subject to the provisions of this Agreement and Applicable Law, CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for CLEC's internal use for the provision of Telecommunications Services to CLEC End Users in the State.

- 53.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, CLEC shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.
- 53.2.1 CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 12.
- 53.2.2 CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except CLEC's employees, agents or contractors, in accordance with Section 53.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 53.2.3 below.
- 53.2.3 CLEC's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for CLEC's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 12 and Sections 53.2.1 and 53.2.2 above. CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.
- 53.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 6, 51 and 53.7.1 below), CLEC's access to, and use of, CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.
- 53.3.1 CenturyLink shall have the right (but not the obligation) to audit CLEC to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement with regard to CLEC's access to, and use and disclosure of, CenturyLink OSS Information.
- 53.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor CLEC's access to and use of CenturyLink OSS Information, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.
- 53.3.3 Information obtained by CenturyLink pursuant to this Section 53 shall be treated by CenturyLink as Confidential Information of CLEC pursuant to Section 12; provided that, CenturyLink shall have the right to use and disclose information pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

- 53.3.4 All CenturyLink OSS Information received by CLEC shall be destroyed or returned by CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.
- 53.3.5 All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.
- 53.4 The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink End Users provided by Applicable Law.
- 53.5 CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for CLEC to become the customer's service provider shall be a material breach of this Agreement.
- 53.6 CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink's OSS services in accordance with this Article and shall be deemed Confidential Information and subject to the terms, conditions and limitations set forth in this Article.
- 53.7 Liabilities And Remedies
- 53.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 53 and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to CLEC, to suspend or terminate the right to use CenturyLink OSS services granted by Section 53.1 above and/or the provision of CenturyLink OSS services, in whole or in part.
- 53.7.2 CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 53.7.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 53.7.3 Any breach of any provision of this Article by any employee, agent, or contractor of CLEC shall be deemed a breach by CLEC.

## 53.8 Cooperation

- 53.8.1 CLEC, at CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services. Such cooperation shall include, but not be limited to, the following:
- 53.8.2 CLEC shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services.
- 53.8.3 Upon CenturyLink's request, CLEC shall participate in reasonable cooperative testing of CenturyLink OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services.

## 53.9 Future Enhancements to CenturyLink OSS Facilities

- 53.9.1 Subject to the requirements of Applicable Law, the specific OSS and OSS access method(s) offered will be determined by CenturyLink and may be changed by CenturyLink without the consent of CLEC.
- 53.9.2 If CenturyLink makes enhancements to the existing OSS, the Parties agree that to the extent practicable, CLEC will use the enhanced OSS and specified OSS access method(s). CenturyLink may at its option discontinue any OSS or OSS access method that an enhancement has been designed to replace.

## 54. PROVISION OF USAGE DATA

- 54.1 Recorded Usage Data includes, but is not limited to, the following categories of information:
  - 54.1.1 Intentionally Left Blank
  - 54.1.2 Calls to Directory Assistance where CenturyLink provides such service to a CLEC End User;
  - 54.1.3 Calls completed via CenturyLink provided Operator Services where CenturyLink provides such service to CLEC's local service End User and where CenturyLink records such usage for its End Users using Industry Standard Telcordia EMI billing records;
  - 54.1.4 Access records related to long distance calling;
  - 54.1.5 Intentionally Left Blank
- 54.2 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data for information exchange regarding long distance and access billing. To the extent Technically Feasible, each Party shall record all call detail information associated with completed long distance and access calls originated by or terminated by such Party, and long distance calls transited through such Party's network to the terminating provider to the same

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

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

#### 54.4 General Procedures

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

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

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

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

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

#### 54.5 Charges

54.5.1 Intentionally Left Blank

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

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

b. Where local usage charges apply and message detail is created to support available services, CLEC will pay CenturyLink for providing such call detail;

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

- messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 54.7.5 If the Day of loss is not a holiday but one (1) or more of the preceding corresponding Days is a holiday, CenturyLink shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the Day of the week that is the Day of the loss.
  - 54.7.6 If the loss occurs on a weekday that is a holiday (except Christmas Day and Mother's Day), CenturyLink shall use volumes from the two (2) preceding Sundays.
  - 54.7.7 If the loss occurs on Mother's Day or Christmas Day, CenturyLink shall use volumes from that Day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 54.8 Testing, Changes and Controls
- 54.8.1 The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.
  - 54.8.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review and errors must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.
- 54.9 CLEC Requested Changes
- 54.9.1 CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
  - 54.9.2 When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.
- 54.10 Rejected Recorded Usage Data
- 54.10.1 Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink in their original format.
  - 54.10.2 CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume liability for errors caused by CenturyLink.



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

54.11 Data Validation Files

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

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

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

54.12 Intentionally Left Blank.

**55. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS**

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

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

**56. NETWORK MANAGEMENT**

56.1 CLEC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) for network management purposes. In addition, the Parties will apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

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

## **57. MAINTENANCE AND REPAIR**

- 57.1 In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.
- 57.2 CenturyLink shall provide repair, maintenance and testing for UNEs that CenturyLink is able to test, in accordance with the terms and conditions of this Agreement.

- 57.3 During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.
- 57.3.1 For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.
- 57.4 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 57.5 All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.
- 57.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and
- 57.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.
- 57.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests a trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point or in the CLEC's network, then CLEC will bear the cost indentified as a Trouble Isolation Charge on Table 1.

## **ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC**

### **58. SERVICES COVERED**

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

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

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

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

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

### **59. NETWORK INTERCONNECTION METHODS**

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

59.2 Physical Architecture

59.2.1 CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific LATA, or if appropriate based on other requirements in Section 59, Local Calling Area. The physical architecture plan, as described in the

Local Interconnection POI Profile, will be discussed during joint implementation planning. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV.

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

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

### 59.3 Points of Interconnection (POIs)

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

- a. CLEC must either (i) establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 58.1 with CenturyLink or where it has established codes within that Tandem serving area or (ii) order DTT from their POI in the LATA to such Tandem Switches.
- b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must either (i) establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 59.3.2 or (ii) order DTT from their POI in the LATA to such End Office Switches.
- c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem based on the thresholds as set forth in Section 59.3.2 being met.

- d. To the extent CenturyLink's network contains an exchange in the LATA that is not interconnected by CenturyLink-owned network to a different non-contiguous exchange in the LATA, CLEC must establish a POI at each separate non-interconnected exchange where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 58.1 with CenturyLink to the extent total traffic volumes exchanged between the Parties at that particular exchange (inclusive of any Remote Switches served by that exchange) exceeds, or is expected to exceed, the threshold for indirect interconnection under Section 59.7.

59.3.2 POI Thresholds

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

59.3.3 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 59.3.1 and 59.3.2 of this Article has occurred.

59.3.4 CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 59. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to a POI.

59.3.5 If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined in Section 59.4. When CLEC uses the BFR process to establish a POI, the CLEC shall bear all reasonable costs associated with transport on both sides of the physical point where the two networks connect to reach CenturyLink's End Office/host office or Tandem Switch.

- 59.3.6 CLEC shall be required to establish a CLLI Code for the message/trunk ACTL, at the CenturyLink Tandem or End Office Switch where the POI is located.
- 59.3.7 CLEC must use an Operating Company Number (OCN) when ordering Local Interconnection Trunks and Interconnection Facilities from this Agreement.
- 59.4 Network Interconnection Methods for Direct Interconnection
  - 59.4.1 Leased Facility
    - a. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and/or Direct Trunked Transport. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities and DTT are provided in Table 1. Local Interconnection Entrance Facilities and DTT may not be used for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 58.1. CenturyLink's Special Access Service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities and DTT, subject to Section 61.2.8(b). CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities and DTT, subject to Section 61.2.8(b). CLEC may also lease access facilities from a third party.
  - 59.4.2 Mid Span Fiber Meet.
    - a. The Parties may interconnect using a Mid Span Fiber Meet subject to the trunking requirements and other terms and provisions of this Agreement, including the following:
      - i. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and Technically Feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the area served by the CenturyLink Serving Wire Center.
      - ii. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each Party and the ability to control the environment.

- iii. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.
- iv CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.
- v. CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any message/switch ACTL at the CenturyLink Serving Wire Center.
- vi The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

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

59.4.4 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by CenturyLink. The terms and conditions under which Collocation will be available are described in Article IX of this Agreement.

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

59.5 Direct Interconnection at the CenturyLink Tandem

59.5.1 Subject to Section 59.3, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection to the CenturyLink End Offices, Remote Switches and NXXs which subtend that Tandem Switch.

59.5.2 In accordance with Section 62, Interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.

59.5.3 CLEC is responsible for provisioning its Interconnection Facilities to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders Local Interconnection Entrance Facility, Direct Trunked Transport, and/or multiplexing for this, the rates from Table 1 shall apply. If CLEC orders CenturyLink's Access



Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.

- 59.6 Direct Interconnection at the CenturyLink End Office
  - 59.6.1 Interconnection to a CenturyLink End Office Switch will provide CLEC local Interconnection to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that host End Office Switch. However, CLEC may not directly connect to a Remote Switch nor can a Remote Switch be a POI.
  - 59.6.2 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's Access Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.
- 59.7 Indirect Network Connection
  - 59.7.1 For purposes of this Agreement, Indirect Traffic means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's Tandem switch both provides the intermediary Transit Service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CLEC "start-up" market entry into a CenturyLink local exchange. Therefore, Indirect Network Connection will be allowed only on routes between CenturyLink End Offices and a CLEC switch in instances where, and only so long as, none of the POI thresholds set forth in Section 59.3.2 have been reached.
  - 59.7.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic to and receiving such traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.
  - 59.7.3 If CLEC has not established a POI within thirty (30) Days after notification from CenturyLink that CLEC has exceeded the POI Threshold in Sections 59.3.2, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.

- 59.7.4 To the extent a Party combines Local Traffic, IntraLATA LEC Toll Traffic and Toll VoIP-PSTN Traffic on a single trunk group for indirect delivery through a third party ILEC's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details.
- a. Such PLUs will be verifiable with either call summary records, call detail samples, or traffic study documentation. The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.

## **60. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS**

- 60.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by CenturyLink and CLEC and provides descriptions of the trunking requirements between CLEC and CenturyLink. This Section describes the required and optional trunk groups.
- 60.2 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN on all calls. All privacy indicators will be honored. Unless there is a waiver pending or the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.
- 60.3 The Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, except for Toll VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Service Traffic (as defined by MECAB and MECOD) and such trunks shall be ordered out of and subject to the applicable access Tariffs. In the event CLEC uses the Local Interconnection Trunks for any traffic in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to access traffic.

- 60.4 One-Way and Two-Way Trunk Groups.
- 60.4.1 The Parties agree to jointly establish, provision and maintain bi-directional two-way trunk groups for Local Traffic, Transit Traffic, VoIP-PSTN Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize SS7 signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not Technically Feasible to use SS7 or where CenturyLink otherwise agrees to use MF.
- 60.4.2 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.
- 60.4.3 For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.
- 60.4.4 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:
- a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a conversion plan to identify all trunks, processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking from directionalized to bi-directionalized arrangements, if such conversion is desired by either Party.
- 60.4.5 Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.
- a. Ancillary trunk groups will utilize SS7 protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not Technically Feasible to use SS7 or where CenturyLink otherwise agrees to use MF.

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

## 60.5 Trunk Groups

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

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

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

## 60.6 Trunk Servicing

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

60.6.2 Should CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard set forth in Section 59.2.3. CenturyLink is not obligated to provide such trunking unless CLEC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.

60.6.3 Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using design utilization criteria stated in Section 60.6.4.

60.6.4 Underutilization: Underutilization of Interconnection Trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months is greater than the current need. This over-provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations