

CenturyLink is entitled to reimbursement from CLEC for all such costs provided that CenturyLink first notifies CLEC of the costs and obtains CLEC's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis (ICBs) non-recurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

#### 71.9 Liability

71.9.1 911 Service is provided by CenturyLink subject to limitation of liability under Applicable Law and the following subsections.

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

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

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

## 72 DIRECTORY ASSISTANCE

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

### **73 DIRECTORY LISTINGS SERVICE**

- 73.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC End User information for inclusion in Directory Listings databases; and (ii) submit CLEC End User information for inclusion in published directories.
- 73.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.
- 73.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:
- 73.3.1 Migrate "As Is". Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- 73.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- 73.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- a. "LISTED" means the listing information is available for all directory requirements;
  - b. "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
  - c. "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.
- 73.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC End Users who:
- 73.4.1 Disconnect Service;
  - 73.4.2 Change Local Provider;
  - 73.4.3 Install Service;
  - 73.4.4 Change any service which affects DA information;
  - 73.4.5 Specify Non-Solicitation; and
  - 73.4.6 Change categories from Non-Published, Non-Listed, or Listed.
- 73.5 CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.
- 73.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.
- 73.7 CLEC acknowledges that for a CLEC End User's name to appear in a directory, CLEC must either (i) submit an LSR (e.g., an LNP order) or a Directory Service

Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an End User listing from CenturyLink's database (e.g., if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table 1.

73.8 CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

73.9 Traditional White Pages Listings.

73.9.1 CenturyLink shall include in its master End User system database all white pages listing information for CLEC End Users whose information was properly submitted a DSR.

73.9.2 CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.

73.9.3 CLEC agrees to provide customer listing information for CLEC's subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.

73.9.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

73.9.5 CLEC End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC End Users.

73.9.6 In addition to a basic White Pages listing, CenturyLink will provide Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's End Users.

73.9.7 CenturyLink will accord CLEC End User listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC End User proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

73.9.8 CenturyLink will provide CLEC's End User listing information to any third party to the extent required by Applicable Rules.

73.10 Other Directory Services.

73.10.1 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon CenturyLink's directory publisher.

73.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

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

## ARTICLE VIII. PRICING

### 74 GENERAL PRICING TERMS

- 74.1 All prices under this Agreement are set forth in the attachments designated Table 1 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1, CenturyLink will develop a rate consistent with the relevant Section.

### 75 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 75.1 Interconnection. Every Interconnection and service provided by CenturyLink, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such Interconnection or service, including rates set forth in this Article, as in applicable Tariffs, or as specified by the Interconnection terms.

### 76 APPLICATION OF NON RECURRING CHARGES

- 76.1 Pre-ordering:
- 76.1.1 "Account Establishment" is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate that is a Party to this Agreement.
  - 76.1.2 "Customer Record Search" applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.
- 76.2 A Service Order Charge for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the Service Order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.
- 76.3 Custom Handling. These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs:
- 76.3.1 "Service Order Expedite" applies if CLEC requests service prior to the standard due date intervals.
  - 76.3.2 "Coordinated Hot Cut" applies when the LSR requests a Coordinated Hot Cut, a combined and simultaneous effort between CenturyLink and CLEC to perform the completion of a Local Service Request order.
  - 76.3.3 "Time and Materials" charges apply for non-standard or individual-case-basis work requested by CLEC.
  - 76.3.4 "NID Outside Facility Connection" applies in addition to the ISO when incremental fieldwork is required.

### 77 TO BE DETERMINED (TBD) PRICES

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

## **78 INDIVIDUAL CASE BASIS (ICB) PRICING**

- 78.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for customer specific rates or terms for network services and features that are not otherwise provided for in this Agreement.
- 78.2 CenturyLink will process ICB Pricing requests upon receipt from CLEC. Price quote intervals may vary depending upon the complexity of the request but within thirty (30) Business Days from the receipt of the request. CenturyLink shall provide a price quote or a notification of the expected date for the quote.
- 78.3 The BFR process in Section 52 must be followed in connection with BFR requests submitted by CLEC. Irrespective of whether CLEC has submitted a BFR request, if CenturyLink provides services or facilities to CLEC that involves expenditures or costs not otherwise covered under this Agreement, CenturyLink may deem the use of such services or facilities by CLEC to constitute a BFR request and may provide a quote to CLEC for the rate or amount to be charged to CLEC for the provision of such services or facilities, which shall reflect the costs and expenditures of CenturyLink, including any labor costs, overhead and fixed charges, and which may include a reasonable contribution to CenturyLink's common costs. CenturyLink shall not have any obligation to provide or continue providing any such services or facilities to CLEC until CLEC has confirmed its agreement, in writing, to compensate CenturyLink for such services and facilities at quoted rate or amounts.

## ARTICLE IX. MISCELLANEOUS

### 79 AUTHORIZATION AND AUTHORITY

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

### 80 COUNTERPARTS

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

**SIGNATURE PAGE**

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

**Bandwidth.com CLEC, LLC**

**CenturyTel of Lake Dallas, Inc., dba  
CenturyLink;  
CenturyTel of Port Aransas, Inc., dba  
CenturyLink;  
CenturyTel of San Marcos, Inc., dba  
CenturyLink**

DocuSigned by:  
*Stephen Leonard*  
844295437E3442A  
\_\_\_\_\_  
Signature

DocuSigned by:  
*Diane Roth*  
766DEF6A149A455  
\_\_\_\_\_  
Signature

Stephen Leonard  
Name Printed/Typed

Diane Roth  
Name Printed/Typed

EVP/GM Bandwidth.com, Inc.  
Title

Director – Wholesale  
Title

9/30/2015  
Date

10/1/2015  
Date



Table 1 - Rates

KEY CODES		CenturyTel - Texas		May 2015
MRC	NRC	Traffic Exchange Elements		
		<b>Account Establishment Charge</b>	<b>MRC</b>	<b>NRC</b>
		Account Establishment		\$266.99
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$13.18
		CSR - Automated		\$3.65
		<b>Usage File Charges</b>	<b>MRC</b>	<b>NRC</b>
		Message Provisioning, per message	\$0.000614	
		Data Transmission, per message	\$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>Trip Charge</b>	<b>MRC</b>	<b>NRC</b>
I0007		Trip Charge		\$23.53
		<b>Service Order / Installation / Repair</b>	<b>MRC</b>	<b>NRC</b>
I0008		Service Order Requests for LSR - Simple		\$9.32
I0009		Service Order Requests for LSR - Complex		\$41.90
I0010		Service Order Requests for DSR - Directory Listing Only		\$5.65
I0016		Trouble Isolation Charge		\$63.51
		Coordinated Conversion (Hot Cut)		
		First Quarter Hour		\$18.17
		Additional Quarter Hour		\$18.17
		<b>Custom Handling</b>	<b>MRC</b>	<b>NRC</b>
		Expedite Charges per Access Tariff		Special Access Tariff
		Time and Materials		ICB
		<b>Stand Alone NID</b>	<b>MRC</b>	<b>NRC</b>
		2 Wire	\$1.47	
		4 Wire	\$2.94	
		Other NID Sizes	ICB	
		NID Outside Facilities Connection		ICB
		<b>INTERCARRIER COMPENSATION</b>		
		<b>Interconnection Facilities - T032</b>	<b>MRC</b>	<b>NRC</b>
		<b>Local Interconnection Entrance Facility</b>		
	DS1	Disconnect	\$73.55	\$351.13
				\$52.20
	DS3		ICB	ICB
		<b>Interconnection Facilities - T125</b>	<b>MRC</b>	<b>NRC</b>
		<b>Local Interconnection Entrance Facility</b>		
	DS1	Disconnect	\$129.55	\$351.13
				\$52.20
	DS3		ICB	ICB
		<b>Interconnection Facilities - T137</b>	<b>MRC</b>	<b>NRC</b>
		<b>Local Interconnection Entrance Facility</b>		
	DS1	Disconnect	\$105.44	\$351.13
				\$52.20
	DS3		ICB	ICB
		<b>Interconnection Facilities - Multiplexing</b>	<b>MRC</b>	<b>NRC</b>
		DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$110.51	\$104.98
		Disconnect		\$22.55
		DS3-DS1 (per DS3)	\$177.78	\$104.98

Table 1 - Rates

KEY CODES		CenturyTel - Texas	May 2015	
MRC	NRC	Traffic Exchange Elements		
		Disconnect		\$22.55
		<b>Reciprocal Compensation</b>	<b>MRC</b>	<b>NRC</b>
		End Office - per MOU	Bill and Keep	
		Tandem Switching - per MOU	Bill and Keep	
		Common Transport - per MOU	Bill and Keep	
		Common Transport for Indirect Network Connection - per MOU	\$0.000023	
		<b>VNXX Traffic</b>	<b>MRC</b>	<b>NRC</b>
		VNXX Traffic - CTL Originating Access Rates	CenturyLink's Interstate or Intrastate Access Tariff	
		<b>Transit Service</b>	<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	\$0.0050	
		<b>Toll VOIP-PSTN Traffic</b>	<b>MRC</b>	<b>NRC</b>
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate or Intrastate Access Tariff	CenturyLink's Interstate or Intrastate Access Tariff
		Facility PVU	0%	
		<b>Database</b>	<b>MRC</b>	<b>NRC</b>
		Local Number Portability query (LNP)	Per Interstate Tariff	Per Interstate Tariff
		<b>Directory Services</b>	<b>MRC</b>	<b>NRC</b>
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional ) Galley		\$150.00
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$0.00	

Table 1 - Loop Bands

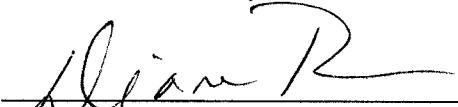
Loop Bands			
CenturyTel - Texas			
	Exchange Name	CLLI	Band
T032	Port Aransas	PTANTXXA	2
	Exchange Name	CLLI	Band
T125	San Marcos	SMRCTXA	2
	Exchange Name	CLLI	Band
T137	Lake Dallas	LKDLTXXA	2

AFFIDAVIT OF  
Diane Roth

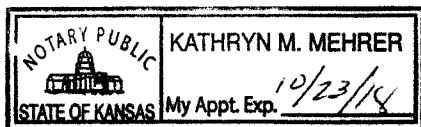
Before me, the Undersigned Authority, on this 5<sup>th</sup> day of October 2015, personally appeared, Diane Roth, who, upon being by me duly sworn on oath and said the following:

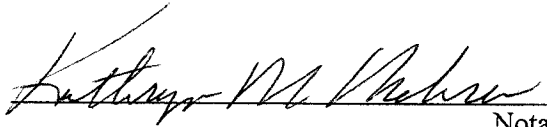
1. My name is Diane Roth. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Director – Wholesale Contracts with CenturyLink. I have personal knowledge of the Agreement between Bandwidth.com CLEC, LLC and CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink; CenturyTel of Port Aransas, Inc. d/b/a CenturyLink; CenturyTel of San Marcos, Inc. d/b/a (CenturyLink).
2. This Agreement is the result of negotiation. I believe that this Agreement between Bandwidth.com CLEC, LLC and CenturyLink is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar Agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further the affiant sayeth not.

  
\_\_\_\_\_  
Diane Roth

Sworn and Subscribed to before me this 5<sup>th</sup> day of October 2015 to certify which witness my hand.



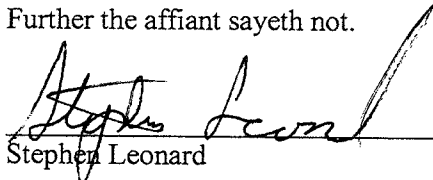
  
\_\_\_\_\_  
Notary Public

AFFIDAVIT OF  
Stephen Leonard

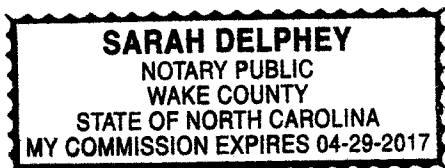
Before me, the Undersigned Authority, on this 12 day of October, 2015, personally appeared, Stephen Leonard, who, upon being by me duly sworn on oath and said the following:

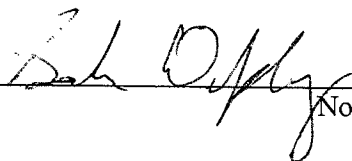
1. My name is Stephen Leonard. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am EVP/GM Bandwidth.com CLEC, LLC. (Bandwidth) I have personal knowledge of the Agreement between Bandwidth and CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink; CenturyTel of Port Aransas, Inc. d/b/a CenturyLink; CenturyTel of San Marcos, Inc. d/b/a (CenturyLink).
2. This Agreement is the result of negotiation. I believe that this Agreement between Bandwidth and CenturyLink is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar Agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further the affiant sayeth not.

  
\_\_\_\_\_  
Stephen Leonard

Sworn and Subscribed to before me this 12 day of October, 2015 to certify which witness my hand.



  
\_\_\_\_\_  
Notary Public