

relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.

32.3 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.

32.4 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.

32.5 Except as provided by Section 26, 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.

32.6 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.

32.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.

32.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this Section.

33. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

34. SURVIVAL

34.1 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 13), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 25), 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.

35. TAXES/FEES

- 35.1 Any State or local excise, sales, or use taxes (defined in Sections 35.3 and 35.4) and fees/regulatory surcharges (defined in Section 35.5) 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.
- 35.2 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 regulatory, municipality, local governing, 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 35 are subject to the indemnification provisions of Section 25, which, for purposes of this Section, serve to indemnify CenturyLink.
- 35.3 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.
- 35.4 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.
- 35.5 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.

36. TERRITORY

- 36.1 This Agreement applies to the territory in which CenturyLink operates as an ILEC in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.
- 36.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 7.7 of this Agreement.

37. THIRD-PARTY BENEFICIARIES

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

38. USE OF SERVICE

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

39. FEDERAL JURISDICTIONAL AREAS

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

40. WAIVER

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

41. WITHDRAWAL OF SERVICES

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

42. TECHNOLOGY UPGRADES

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

ARTICLE III. IMPLEMENTATION

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

43. IMPLEMENTATION PLAN

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

44. SECURITY DEPOSIT

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

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

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

45. START-UP DOCUMENTATION

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

46. LETTER OF AUTHORIZATION (LOA)

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

specified in 47 C.F.R. §64.1120(a)(1)(ii).

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

ARTICLE IV. OPERATIONAL TERMS

47. STANDARD PRACTICES

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

48. ESCALATION PROCEDURES

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

49. INTENTIONALLY LEFT BLANK

50. CONTACT WITH END USERS

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

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

51. CAPACITY PLANNING AND FORECASTS

51.1 Forecast Requirements for Interconnection

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

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

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

51.2 Format and Content

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

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

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

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

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

51.3 Responsibility of Parties

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

52. BONA FIDE REQUEST (BFR)

- 52.1 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.

52.2 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, if needed. 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.

52.3 Process

52.3.1 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.

52.3.2 If fulfilling the request involves construction or engineering analysis, CenturyLink will notify CLEC of such and CLEC will make the non-refundable NRC payment set forth in Table 1 to compensate CenturyLink for its costs to perform the 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.

52.3.3 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.

52.3.4 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. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.

52.3.5 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.

- 52.3.6 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.
- 52.3.7 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, BFR development and processing costs 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.
- 52.3.8 The tentative 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 52.3.9. 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.
- 52.3.9 Within thirty (30) Days of receipt of the Final Quote, 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 16. CLEC's written acceptance must include payment of one-hundred percent (100%) of the quoted costs.

53. ORDERING AND PROVISIONING

- 53.1 National Exchange Access Center (NEAC)
 - 53.1.1 CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Unbundled Network Elements, features, functions, and resale services.
 - 53.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions, capabilities, and resale services.
 - 53.1.3 CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the

Parties agree otherwise.

53.2 National Access Service Center (NASC)

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

53.3 Ordering and Provisioning

53.3.1 CenturyLink will provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide resale services, including the functions, features, and capabilities of such services, and Unbundled Network Elements. If CenturyLink deploys any enhanced electronic capability CenturyLink will notify CLEC of availability and CLEC shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.

53.3.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until thirty (30) Days after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 45.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

53.3.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed in accordance with CenturyLink's Standard Practices.

53.3.4 CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex Service Order charges pursuant to Tariff terms may apply.

53.3.5 Where Technically Feasible, the NEAC will coordinate support for all designed and/or complex services provided to CLEC.

53.3.6 To the extent required by Applicable Law, and upon request from CLEC, employing CenturyLink's LSR, CenturyLink will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.

53.3.7 When ordering a resale service via an LSR Service Order,

CLEC may order separate interLATA and intraLATA service providers (i.e., two PICs) on a line or trunk basis, and CLEC agrees to pay the applicable Service Order and PIC charges associated with such order. CenturyLink will accept PIC change orders for IntraLATA toll and long distance services through the service provisioning process.

53.3.8 The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all orders.

53.4 Pre-qualification of Lines

53.4.1 CenturyLink will accept line pre-qualification requests as follows:

53.4.2 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

53.4.3 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.

53.4.4 CLEC shall pay the pre-qualification order price set forth in Table 1 for each submitted order.

53.4.5 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.

53.5 Service Order Process Requirements

53.5.1 CenturyLink will accept orders for As-Is Transfer of services from CenturyLink to CLEC where CenturyLink is the End User's current local exchange carrier.

53.5.2 For resale of CenturyLink services CenturyLink shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

53.5.3 When CLEC has obtained an End User from another reseller of CenturyLink services, CLEC will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.

53.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are

for the same customer at a specific location.

- 53.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and CenturyLink receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.
- 53.5.6 CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.
- 53.5.7 Where CLEC is using a single facility to provide service to multiple End Users, CenturyLink will not disconnect that facility as a result of the following procedures.
- 53.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.
- 53.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.
- 53.5.10 Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 53.5.11 CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.
- 53.5.12 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.

53.6 Abandoned Service

- 53.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User

moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.

53.6.2 When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, CenturyLink shall notify local service provider that it has had a request for service at the Premises that is currently being served by CLEC.

53.6.3 If available to CenturyLink, CenturyLink shall include the name and address of the party receiving service at such Premises, but at a minimum shall provide local service address information.

53.6.4 If the local service provider does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving CenturyLink's notification or if local service provider responds relinquishing the facilities, CenturyLink shall be free to use the facilities in question and CenturyLink shall issue a disconnect order with respect to the service at that location. If local service provider responds stating that the service is working and should not be disconnected, CenturyLink will notify the carrier ordering service and request verification of the Premises or the submission of an order for an additional line.

53.7 Due Date

53.7.1 CenturyLink shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

53.7.2 The ordering process and standard provisioning intervals applicable to resale services and unbundled Network Elements are set forth on the CenturyLink Website, and such process and intervals shall apply.

53.7.3 CenturyLink shall use reasonable efforts to complete orders by CLEC requested due date within agreed upon intervals.

53.8 Coordination Requests

53.8.1 CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table1.

53.8.2 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of CenturyLink resources.

53.8.3 Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.

- 53.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.
- 53.8.5 Upon CLEC's request, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable.
- 53.8.6 Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.
- 53.9 Subscriber Premises Inspections and Installations
 - 53.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.
- 53.10 Firm Order Confirmation (FOC)
 - 53.10.1 CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
 - 53.10.2 For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.
 - 53.10.3 CenturyLink shall provide to CLEC the date that service is scheduled to be installed.
- 53.11 Order Rejections
 - 53.11.1 CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.
 - 53.11.2 When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.
- 53.12 Service Order Charges
 - 53.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials.
 - 53.12.2 If a CLEC End User requests a change, CenturyLink, will, at that time, direct the CLEC subscriber to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.
 - 53.12.3 When an End User changes or withdraws authorization, each

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

53.13 Expedites

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

53.13.2 CenturyLink will not accept expedite requests for LNP orders.

53.14 Number Administration/Number Reservation

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

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

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

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

53.15 Cancellations

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

53.16 Discontinuance of Service (Snap-back Provision)

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

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

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

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

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

54. UNIVERSAL SERVICE FUND

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

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

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

55. BILLING AND PAYMENTS/DISPUTED AMOUNTS

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

Parties shall otherwise agree on an alternate arrangement.

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

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

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

accumulated late payment charges become immediately due.

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

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

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

56. AUDITS

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

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

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

57. CENTURYLINK OSS INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

57.9 Future Enhancements To CenturyLink OSS Facilities

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

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

58. PROVISION OF USAGE DATA

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

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

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

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

58.1.4 Access records related to long distance calling;

58.1.5 CenturyLink -provided Centrex Service, station level detail.

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

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

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

58.4 General Procedures

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

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

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

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

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

58.5 Charges

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

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

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

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

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

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

liability for errors and unguideables caused by CenturyLink.

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

58.11 Data Validation Files

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

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

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

58.12 Usage Recording for Resold Services

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

59. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

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

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

60. NETWORK MANAGEMENT

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

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

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

61. MAINTENANCE AND REPAIR

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

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

- 61.3 During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.

61.3.1 For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.

- 61.4 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

- 61.5 All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.

61.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and

61.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.

- 61.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point, then CLEC will bear the cost.

62. INTENTIONALLY LEFT BLANK

ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

63. SERVICES COVERED

- 63.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.
- 63.1.1 This Article governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic and Transit Traffic between CenturyLink and CLEC.
- 63.1.2 The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access Tariffs. As required by the applicable Tariff, any Local Traffic routed over Feature Group D trunks is subject to the applicable access Tariff and rates.
- 63.1.3 In the event CLEC routes any traffic to CenturyLink in violation of this Agreement, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates.
- 63.1.4 Each Party is solely responsible for the services it provides to its End Users and to other providers.

64. NETWORK INTERCONNECTION METHODS

- 64.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the Interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.
- 64.2 Intentionally Left Blank.
- 64.3 Physical Architecture
- 64.3.1 CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the

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

64.3.2 Intentionally Left Blank.

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

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

64.4 Points of Interconnection (POIs)

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

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

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

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

64.4.2 POI Thresholds

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

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

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

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

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

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

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

64.5 Network Interconnection Methods for Direct Interconnection

64.5.1 Leased Facility

- a. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 63.1. CenturyLink's special Access Service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)2. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)3. CLEC may also lease access facilities from a third party.
- b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

64.5.2 Mid Span Fiber Meet.

- a. The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:
 1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and Technically Feasible point between CenturyLink's Serving Wire

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

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

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

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

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

64.6 Direct Interconnection at the CenturyLink Tandem

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

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

Telecommunications Carriers which are connected to that same Tandem Switch.

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

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

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

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

65. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

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

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

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

rates applicable to access traffic.

65.4 One Way and Two Way Trunk Groups.

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

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

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

65.5 Trunk Groups

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

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

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

65.6 Trunk Servicing

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

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

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

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

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

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

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

65.11 Technical Interfaces

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

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

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

65.12 Responsibilities of the Parties

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

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

65.12.3 CLEC and CenturyLink will provide trained personnel with

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

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

66. INTERCARRIER COMPENSATION

66.1 General Terms

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

66.1.2 VoIP-PSTN Traffic

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

b. Toll VoIP-PSTN Traffic

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

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

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

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

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

66.2 Compensation for Transport and Termination of Local Traffic

- 66.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.
- 66.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1.
- 66.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other Party for termination.
- 66.2.4 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. Bill and Keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.
- 66.2.5 Recording for Reciprocal Compensation
 - a. Each Party will calculate terminating MOU based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, measurement of MOU over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.
- 66.2.6 Recording for Indirect Interconnection
 - a. For any traffic exchanged between the Parties via third party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.
- 66.2.7 Billing Elements for Local Transport and Termination
 - a. The transport and termination elements for Local Traffic depend on the type of Interconnection between the Parties.
 - 1. When the POI is connected to the CenturyLink Tandem Switch or in a Mid-Span Fiber Meet arrangement connected to the CenturyLink Tandem Switch, when calls from CLEC End Users are terminating to CenturyLink End Users through the CenturyLink Tandem Switch, CLEC will pay CenturyLink Tandem Switching, Common Transport, and End -Office termination. CLEC shall also pay Common Transport for calls that terminate