



CARLA M. BUTLER

October 21, 2015

Filing Center  
Oregon Public Utility Commission  
P.O. Box 1088  
Salem, OR 97308-1088

Re: Resale Agreement between Convergia, Inc. and Qwest Corporation dba  
CenturyLink QC  
ARB

Dear:

Enclosed please find a copy of the Resale Agreement between Convergia, Inc. and Qwest Corporation dba CenturyLink QC, which exceeds the 100 page electronic filing requirement. Also enclosed is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. The electronic version was eFiled this date.

Please feel free to contact me if you have any questions concerning the attached. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler  
Paralegal

Attachment

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**RESALE AGREEMENT**

**BETWEEN**

**QWEST CORPORATION dba CENTURYLINK QC**

**AND**

**CONVERGIA, INC**

**FOR THE STATE OF OREGON**

**AGREEMENT NUMBER**

**CDS-151006-0002**

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EXHIBIT I	Intentionally Left Blank
EXHIBIT J	Intentionally Left Blank
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## **Section 1.0 - GENERAL TERMS**

1.1 This Resale Agreement is between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Convergia, Inc (“Reseller”), a Florida corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink’s obligations under Sections 222, 251(a), (b), and (c), 252, 271 and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will provide to Reseller ancillary services and Telecommunications Services available for resale within the geographical areas in which CenturyLink is providing local exchange service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the State of Oregon, for purposes of providing local Telecommunications Services.

## Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CenturyLink or Reseller concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink or Reseller that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop CenturyLink or Reseller from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Reseller, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice



within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or Reseller's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

### **Section 3.0 - RESELLER INFORMATION**

3.1 Except as otherwise required by law, CenturyLink will not provide or establish ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to Reseller's execution of this Agreement. The Parties shall complete CenturyLink's "New Customer Questionnaire," as it applies to Reseller's obtaining of ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of CenturyLink's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

Operations Support Systems (OSS) and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for resold services

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify Reseller identification codes;

Determine CenturyLink system requirements to support Reseller's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute CenturyLink and Reseller contact lists; and

Identify Reseller hours and holidays.

3.2.2 Resellers that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, Reseller will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to CenturyLink. Before placing an order for a new product, Reseller will need to complete the relevant New Product Questionnaire and amend this Agreement.

## Section 4.0 - DEFINITIONS

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“Carrier” or “Common Carrier” See Telecommunications Carrier.

“Central Office” means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

“End Office Switches” which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

“Commission” means the Public Utility Commission of Oregon.

“Communications Assistance for Law Enforcement Act” or “CALEA” refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

“Customer” is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

“Day” means calendar days unless otherwise specified.

"Effective Date" shall have the meaning set forth in Section 5.2

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information. (See also Interoperability.)

“End User Customer” means a third party retail Customer that subscribes to Telecommunications Services provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

“Enhanced Services” means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber’s transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 6.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" shall have the same meaning as in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Message Record" or "EMR" is the standard used for exchange of Telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission or the in CenturyLink's Exchange and Network Services Catalogs as applicable.

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation" or "FOC" means the notice CenturyLink provides to Reseller to confirm that the Reseller Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by CenturyLink for the Provisioning of the service requested.

"Information Services" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access Transport and Area (LATA) and a point located outside such area.

"Interoperability" means the ability of a CenturyLink OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with Reseller's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and

usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"IntraLATA LEC Toll" means IntraLATA Toll traffic carried solely by a Local Exchange Carrier and not by an IXC.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area as determined by the Commission or the in CenturyLink's Exchange and Network Services Catalogs as applicable.

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual, service being requested by Reseller under Section 252(i) of the Act, and not those relating to other, services or elements in the approved Agreement. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is a geographically defined area as established by the effective tariffs of CenturyLink as approved by the Commission.

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the CenturyLink technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the CenturyLink technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the CenturyLink technician performs work on either a Sunday or CenturyLink recognized holiday.

"Miscellaneous Charges" mean cost-based charges that CenturyLink may assess in addition to recurring and nonrecurring rates, for activities Reseller requests CenturyLink to perform, activities Reseller authorizes, or charges that are a result of Reseller's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges are that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

"911 Service" shall have the meaning set forth in Section 6.

"NXX" is the three (3) digit Switch entity code which is defined by the D, E, and F digits of a ten (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 9.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Parity" means the provision of non-discriminatory access to Resale, and other services provided under an Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided

by CenturyLink will be provided in "substantially the same time and manner" to that which CenturyLink provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either CenturyLink or Reseller and "Parties" means CenturyLink and Reseller.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"POTS" means plain old telephone service.

"Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Resale Agreement" or "Agreement" is an agreement entered into between CenturyLink and Reseller for ancillary services and resale of telecommunications services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Reseller" is a category of Resellers who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Serving Wire Center" denotes the CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 9.

"Tariff" as used throughout this Agreement refers to CenturyLink interstate Tariffs and state Tariffs, price lists, and price schedules.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the



Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities Reseller or CenturyLink or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that Reseller, CenturyLink or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Work Locations" means any real estate that Reseller or CenturyLink, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

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Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

## **Section 5.0 - TERMS AND CONDITIONS**

### **5.1 General Provisions**

5.1.1 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.3 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink shall not assess any charges against Reseller for services, facilities, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services and ancillary services) and all new and additional services to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

### **5.2 Term of Agreement**

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor Agreement in accordance with this Section 5.2.2. Any party may request negotiation of a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor Agreement is approved by the Commission. However, nothing relieves Reseller from fulfilling the obligations incurred under the prior Agreement.

### **5.3 Proof of Authorization (POA)**

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

## 5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (Payment Due Date). If a Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If a Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If either Party fails to make payment on or before the Payment Due Date, the other Party may invoke all available rights and remedies.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the services, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within thirty (30) Days following the payment due date provided the Billing Party has notified the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for services. If the Billing Party does not refuse to accept additional orders for the services on the date specified in the ten (10) business days' notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the services 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 charges for the services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. 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.

5.4.3 The Billing Party may disconnect services for failure by the billed Party to make full payment, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each service disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect services of the non-complying Party without further notice. For reconnection of the services to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. If the billed Party is a new Reseller customer of CenturyLink, the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should Reseller or CenturyLink dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, Reseller and CenturyLink shall pay all undisputed amounts due. Both Reseller and

CenturyLink agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required. If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party will adjust the Billing, usually within two (2) Billing cycles, after the resolution of the dispute, as follows:

- (1) the Billing Party will credit the Billed Party's bill for the disputed amount and any associated interest; or
- (2) if the disputed amount is greater than the bill to be credited, pay the remaining amount to the Billed Party.
- (3) The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If the Billed Party fails to dispute a rate or charge within sixty (60) Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

5.4.5 In the event of a material adverse change in Reseller's financial condition subsequent to the Effective Date of this Agreement, CenturyLink may request a security deposit. A "material adverse change in financial condition" means Reseller is a new Reseller with no established credit history, or is a Reseller that has not established satisfactory credit with CenturyLink, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink due to a previous failure to pay undisputed charges in a timely manner. CenturyLink may require a deposit to be held as security for the payment of charges before the orders from Reseller will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be adjusted by Reseller's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars (\$5,000,000.00). The

deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to Reseller's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of timely payments of undisputed amounts in full by Reseller. Upon a material change in financial standing, including factors referenced in Section 5.4.5 above, Reseller may request and the CenturyLink will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve Reseller from any requirements of this Agreement.

5.4.7 CenturyLink may review Reseller's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5 or another amount, if approved by the Commission.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 Reseller shall be responsible for notifying its End User Customers of any pending disconnection of a service by Reseller, if necessary, to allow those End User Customers to make other arrangements for such services.

## **5.5 Taxes**

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges 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 such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

## **5.6 Insurance**

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and

contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) general aggregate limit. Such coverage shall be written with insurers having a "Best's" rating of A-VII. Upon request each Party will provide a certificate of insurance evidencing coverage. Such certificate shall name the other Party as an additional insured under commercial general liability coverage.

## **5.7 Force Majeure**

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

## **5.8 Limitation of Liability**

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Payments pursuant to the PAP shall not be counted against the limit provided for in this Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

## **5.9 Indemnity**

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Intentionally Left Blank.

5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall

give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

## **5.10 Intellectual Property**

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such



infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, CenturyLink shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for Reseller to use such facilities and services as contemplated hereunder and at least in the same manner used by CenturyLink for the facilities and services provided hereunder. CenturyLink shall notify Reseller immediately in the event that CenturyLink believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 CenturyLink covenants that it will not enter into any licensing agreements with respect to any CenturyLink facilities, equipment or services, including software, that contain provisions that would disqualify Reseller from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. CenturyLink warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying Reseller from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in CenturyLink's network provide CenturyLink with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, CenturyLink shall flow those indemnity protections through to Reseller.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, Reseller may use the phrase "Reseller is a Reseller of CenturyLink Services" (the Authorized Phrase) in Reseller's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by Reseller.

5.10.6.2 Reseller's use of the Authorized Phrase does not cause End User Customers to believe that Reseller is CenturyLink.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (Reseller may not use the CenturyLink logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Reseller's name and in no event shall exceed 8 point size.

5.10.6.4 Reseller shall provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.

5.10.6.5 If CenturyLink determines that Reseller's use of the Authorized Phrase causes End User Customer confusion, CenturyLink may immediately terminate Reseller's right to use the Authorized Phrase.

5.10.6.6 Upon termination of Reseller's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Reseller shall immediately cease any and all such use of the Authorized Phrase. Reseller shall either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 CenturyLink and Reseller each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Intentionally Left Blank.

## **5.11 Warranties**

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

## **5.12 Assignment**

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such

assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that CenturyLink transfers to any unaffiliated party exchanges including End User Customers that Reseller serves in whole or in part through facilities or services provided by CenturyLink under this Agreement, the transferee shall be deemed a successor to CenturyLink's responsibilities hereunder for a period of ninety (90) Days from notice to Reseller of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink shall use its best efforts to facilitate discussions between Reseller and the transferee with respect to transferee's assumption of CenturyLink's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict Reseller's rights to opt into interconnection agreements under Section 252(i) of the Act and 47 C.F.R. § 51.809.

### **5.13 Default**

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

### **5.14 Disclaimer of Agency**

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. 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.

### **5.15 Severability**

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

## 5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or

confidentiality obligation to the disclosing Party with respect to such information; or

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by CenturyLink that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Intentionally Left Blank.

## 5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

## 5.18 Dispute Resolution

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action or regulatory proceeding, as applicable. Unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

## 5.19 Controlling Law

5.19.1 This Agreement is offered by CenturyLink and accepted by Reseller in accordance with applicable federal law and the state law of Oregon. It shall be interpreted solely in accordance with applicable federal law and the state law of Oregon.

**5.20 Responsibility for Environmental Contamination**

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 Intentionally Left Blank.

**5.21 Notices**

***[Negotiations Template: For 13 STATES, Section 5.21.1 below applies]***

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to CenturyLink and Reseller at the addresses shown below:

**Qwest Corporation dba CenturyLink QC**

Director - Interconnection Agreements  
930 15<sup>th</sup> Street 6<sup>th</sup> Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With copy to:**

CenturyLink Law Department  
Associate General Counsel, Interconnection  
1801 California Street, 10<sup>th</sup> Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

**and to Reseller at the address shown below:**

Jose Jouvin  
US Director of Sales  
Address: 1000 Brickell Ave. Suite 910  
Miami, FL, 33131  
Telephone: 1-866-669-4357  
Email: [Jose.Jouvin@convergia.net](mailto:Jose.Jouvin@convergia.net)

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

**5.22 Responsibility of Each Party**

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each

Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

### **5.23 No Third Party Beneficiaries**

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

### **5.24 Intentionally Left Blank**

### **5.25 Publicity**

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

### **5.26 Executed in Counterparts**

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

### **5.27 Compliance**

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, CenturyLink and Reseller agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

### **5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994**

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.



## **5.29 Cooperation**

5.29.1 The Parties agree that this Agreement involves the provision of CenturyLink services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 9 of this Agreement.

## **5.30 Amendments**

5.30.1 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **5.31 Entire Agreement**

This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

## Section 6.0 – RESALE

### 6.1 Description

6.1.1 CenturyLink shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All CenturyLink retail Telecommunications Services are available for resale from CenturyLink pursuant to the Act and will include terms and conditions (except prices) in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain CenturyLink services to Reseller for resale by Reseller, the Parties also acknowledge that Reseller is required to provide its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, Reseller shall make its Telecommunications Services available to CenturyLink for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain CenturyLink services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

### 6.2 Terms and Conditions

6.2.1 CenturyLink shall offer introductory training on procedures that Reseller must use to access CenturyLink's OSS at no cost to Reseller. If Reseller asks CenturyLink personnel to travel to Reseller's location to deliver training, Reseller will pay CenturyLink's reasonable travel related expenses. CenturyLink may also offer to Reseller other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customers to which CenturyLink sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) Days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to CenturyLink retail End User Customers, with no wholesale discount. Should CenturyLink re-offer any promotion for a sequential ninety (90) Day or less promotion period following the initial ninety (90) Day or less promotion period, then the initial and subsequent promotion(s) will be available to Reseller for resale with any applicable wholesale discount.

6.2.2.2 Market trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and telephone assistance plans (TAP), including but not limited to Lifeline/Link-up and Tribal Lifeline services, are available for resale by Reseller only to the same class of End User Customers eligible to purchase these services from CenturyLink.

6.2.2.3.1 If Reseller is an Eligible Telecommunications Carrier (ETC) it must secure TAP credits directly from the appropriate federal or state agency(ies) as CenturyLink will not collect TAP credits on an ETC's behalf.

6.2.2.3.2 If Reseller is not an ETC and if Reseller wishes to resell TAP services, Reseller shall certify pursuant to 47 C.F.R. § 54.417 that it complies with all FCC and any applicable state requirements governing TAP programs. Reseller shall complete and provide such certification to CenturyLink before Reseller purchases TAP services for resale, and shall re-certify annually. The certification form and instructions are provided at CenturyLink's web site in the Resale General Product Catalog. Use of the CenturyLink certification form is mandatory to demonstrate compliance with the requirements of this Section.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Exchange Service line resold by Reseller whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User Customer.

6.2.2.5 Inside wiring maintenance plans and installation are available for resale at the wholesale discount provided in Exhibit A. Other non-Telecommunications Services, such as calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale. Enhanced Services and Information Services, other than voice messaging, are not available for resale.

6.2.2.7 CenturyLink will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in CenturyLink's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any CenturyLink retail End User Customer that early terminates a CSA, including payment of any early termination charges.

6.2.2.8 Grandfathered services are available for resale by Reseller to existing End User Customers of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and Reseller's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single Reseller within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. Reseller may purchase multiple common blocks within a single Central Office switching system when Reseller requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. Reseller with multiple common blocks within the same Central Office Switch may have network access register and private facility trunk groups aggregated across multiple common blocks.

Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving Reseller's location. A location is defined as the site where CenturyLink facilities (cable plant from the serving Central Office Switch) meet Reseller facilities (inside wire). In a multi-tenant building, CenturyLink may bring facilities directly to a single Point of Interconnection with Reseller facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should CenturyLink bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate Reseller facilities termination point is considered a location. Where Reseller has multiple buildings within contiguous property (campus), such buildings will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by Reseller and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to CenturyLink for its facilities. Where Reseller has Centrex station lines from multiple Central Office switching systems, within the same CenturyLink Wire Center, and provisioned to the same location, Reseller will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Reseller Centrex system to a single Reseller serving location for rating purposes. Reseller may not specify a Central Office as Reseller's location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Intentionally Left Blank.

6.2.2.12 Telecommunications Services provided directly to Reseller for its own use and not resold to End User Customers must be identified by Reseller as such, and Reseller will pay CenturyLink retail prices for such services.

6.2.3 CenturyLink shall provide to Reseller Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that CenturyLink provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and CenturyLink's retail End User Customers. CenturyLink shall also provide resold services to Reseller in accordance with the Commission's retail service quality requirements, if any. CenturyLink further agrees to reimburse Reseller for credits or fines and penalties assessed against Reseller as a result of CenturyLink's failure to provide service to Reseller, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by CenturyLink as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 CenturyLink shall provide service credits to Reseller for resold services in accordance with the Commission's retail service requirements that apply to CenturyLink retail services, if any. Such credits shall be limited in accordance with the

following:

- a) CenturyLink's service credits to Reseller shall be subject to the wholesale discount;
- b) CenturyLink shall only be liable to provide service credits in accordance with the resold services provided to Reseller. CenturyLink is not required to provide service credits for service failures that are the fault of Reseller;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.
- e) In no case shall CenturyLink's credits to Reseller exceed the amount CenturyLink would pay a CenturyLink End User Customer under the service quality requirements, less any wholesale discount applicable to Reseller's resold services; and
- f) In no case shall CenturyLink be required to provide duplicate reimbursement or payment to Reseller for any service quality failure incident.

6.2.3.2 Fines and Penalties - CenturyLink shall be liable to pay to Reseller fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to CenturyLink retail services, if any. Such credits shall be limited in accordance with the following:

- a) CenturyLink's fines and penalties paid to Reseller shall be subject to the wholesale discount;
- b) CenturyLink shall only be liable to provide fines and penalties in accordance with the resold services provided to Reseller. CenturyLink is not required to pay fines and penalties for service failures that are the fault of Reseller;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.
- e) Intentionally Left Blank.

6.2.4 In the event that there are existing agreements between Reseller and CenturyLink for resale under CenturyLink retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, Reseller may elect to continue to obtain services for resale under the existing agreements and such retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, or Reseller may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If Reseller so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Intentionally Left Blank.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 CenturyLink will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to Reseller's End User Customer based on End User Customer information provided to CenturyLink by Reseller. CenturyLink will place Reseller's End User Customer's Listings in CenturyLink's Directory Assistance Database and will include such Listings in CenturyLink's Directory Assistance Service. For additional terms and conditions for Directory Listings see Section 7 of this Agreement.

6.2.8 CenturyLink shall provide to Reseller, for Reseller's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). CenturyLink shall not be responsible for any failure of Reseller to provide accurate End User Customer information for listings in any databases in which CenturyLink is required to retain and/or maintain such information. CenturyLink shall provide Reseller's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). CenturyLink shall use its standard process to update and maintain Reseller's End User Customer service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End User Customers. CenturyLink assumes no liability for the accuracy of information provided by Reseller.

6.2.9 If CenturyLink provides and Reseller accepts CenturyLink's Directory Assistance Service or operator services for Reseller's resold local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement.

6.2.10 Reseller shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. Reseller and CenturyLink shall follow all Applicable Laws, rules and regulations with respect to PIC changes. CenturyLink shall disclaim any liability for Reseller's improper InterLATA and IntraLATA PIC change requests, and Reseller shall disclaim any liability for CenturyLink's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When End User Customers switch from CenturyLink to Reseller, or to Reseller from any other Reseller and if they do not change their service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).

6.2.12 In the event CenturyLink properly terminates the Provisioning of any resold services to Reseller for any reason, Reseller shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall CenturyLink be responsible for providing such notice to Reseller's End User Customers. CenturyLink will provide notice to Reseller of CenturyLink's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing

facilities. However, if Reseller requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in CenturyLink's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to Reseller a price quotation for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End User Customers. If the quotation is accepted by Reseller, Reseller will be billed the quoted price and construction will commence after receipt of payment.

### **6.3 Rates and Charges**

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to Reseller.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by Reseller without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable CenturyLink Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings also apply.

6.3.4 Reseller will pay to CenturyLink the Primary Interexchange Carrier (PIC) change charge without discount for Reseller End User Customer changes of Interexchange or IntraLATA Carriers. Any change in Reseller's End User Customer's Interexchange or IntraLATA Carrier must be requested by Reseller on behalf of its End User Customer, and CenturyLink will not accept changes to Reseller's End User Customer's Interexchange or IntraLATA Carrier(s) from anyone other than Reseller.

6.3.5 Reseller agrees to pay CenturyLink when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, CenturyLink shall provide Reseller with sufficient information to enable Reseller to bill its End User Customers.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by Reseller will apply if such Miscellaneous Charges apply for equivalent services ordered by CenturyLink retail End User Customers, except that Reseller will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable CenturyLink Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings.

6.3.7 If the Commission orders additional services to be available for resale, CenturyLink will revise Exhibit A to incorporate the services added by such order into this

Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 CenturyLink shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If CenturyLink bills Reseller amounts different from new or changed rates or charges after the effective date of such rates or charges, CenturyLink shall make appropriate bill adjustments or provide appropriate bill credits on Reseller's bill(s).

6.3.9 If rates for services resold by Reseller under this Agreement change, based on changes in CenturyLink's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to Reseller for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in CenturyLink's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at Reseller's request for use by Reseller's End User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

## **6.4 Ordering Process**

6.4.1 Reseller, or Reseller's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. Reseller's End User Customers contacting CenturyLink in error will be instructed to contact Reseller; and CenturyLink's End User Customers contacting Reseller in error will be instructed to contact CenturyLink. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or Reseller from discussing its products and services with Reseller's or CenturyLink's End User Customers who call the other Party seeking such information.

6.4.2 Reseller shall transmit to CenturyLink all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to CenturyLink's standard procedures, as described in the CenturyLink Product Catalog (PCAT) available on CenturyLink's public web site located at <http://www.centurylink.com/wholesale/pcat>. Information shall be provided using CenturyLink's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 CenturyLink will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to Reseller for resale under this Agreement as CenturyLink provides to itself, its Affiliates, its subsidiaries, other Resellers, and CenturyLink retail End User Customers. The installation, Provisioning, maintenance, and repair



processes for Reseller's resale service requests are detailed in the Access to OSS Section of this Agreement, and are applicable whether Reseller's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 Reseller is responsible for providing to CenturyLink complete and accurate End User Customer Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If CenturyLink's retail End User Customer, or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing CenturyLink service in anticipation of the End User Customer moving to a New Service Provider, CenturyLink will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of CenturyLink's service to the End User Customer. If the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, CenturyLink will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. CenturyLink will notify Reseller by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider. CenturyLink will not provide the Current Service Provider with the name of the New Service Provider selected by the End User Customer.

6.4.6 Reseller shall provide CenturyLink and CenturyLink shall provide Reseller with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both Reseller and CenturyLink in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, Reseller shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the POA Section of this Agreement.

6.4.8 Due Date intervals for Reseller's resale service requests are established when service requests are received by CenturyLink through Operational Support Systems or by facsimile. Intervals provided to Reseller shall be equivalent to intervals provided by CenturyLink to itself, its Affiliates, its subsidiaries, other Resellers, and to CenturyLink's retail End User Customers.

## **6.5 Billing**

6.5.1 CenturyLink shall bill Reseller and Reseller shall be responsible for all applicable charges for the resold services as provided herein. Reseller shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that Reseller resells to an End User Customer under this Agreement.

6.5.2 CenturyLink shall provide Reseller, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the OSS Section, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for Reseller review.

## **6.6 Maintenance and Repair**

6.6.1 CenturyLink will maintain its facilities and equipment used to provide Reseller resold services. Reseller or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink's facilities or equipment, including facilities or equipment that may terminate or be located at Reseller's End User Customer's premises, other than by connection or disconnection to any interface between CenturyLink and the End User Customer's facilities, without the written consent of CenturyLink.

6.6.2 Maintenance and Repair procedures are detailed in this Agreement.

6.6.3 Reseller and CenturyLink will employ the procedures for handling misdirected repair calls as specified in this Agreement.

## **6.7 E911 Database Updates for Resale Based Resellers**

6.7.1 For resold services, CenturyLink, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for CenturyLink's End User Customers. For resold accounts, Reseller shall provide CenturyLink with accurate End User Customer location information to be updated to the ALI/DMS database. CenturyLink shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

6.7.2 E911 Database Accuracy. CenturyLink and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact CenturyLink for error resolution. For errors referred to CenturyLink, CenturyLink will provide the corrections in a non-discriminatory manner. If CenturyLink is unable to resolve the error, CenturyLink will contact the Reseller for resolution. In the case of Facility Based Resellers, the vendor will interface directly with Reseller to resolve record errors.

## **SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS**

### **7.1 Description**

White Pages Directory Listings Service consists of CenturyLink placing the names, addresses and telephone numbers of Reseller's End User Customers in CenturyLink's Listings database, based on End User Customer information provided to CenturyLink by Reseller. CenturyLink is authorized to use Reseller End User Customer Listings as noted below.

### **7.2 Terms and Conditions**

7.2.1 White Pages Directory Listings Service is provided to Reseller with Reseller's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to Reseller as described in this Section.

7.2.2 Reseller will provide to CenturyLink, in standard format, by mechanized or by manual transmission to CenturyLink, its primary, premium and privacy Listings.

7.2.2.1 CenturyLink will accept one (1) primary Listing for each main telephone number belonging to Reseller's End User Customers at no monthly recurring charge.

7.2.2.2 Reseller will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at CenturyLink's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. Primary Listings and other types of Listings are defined in the CenturyLink General Exchange Tariffs.

7.2.3 Intentionally Left Blank.

7.2.4 Information on submitting and updating Listings is available in Facility Based Resellers and Resellers Directory Listings User Document. CenturyLink will furnish Reseller Listings format specifications. Directory publishing schedules and deadlines for CenturyLink's official directory publisher will be provided to Reseller.

7.2.5 If Reseller provides its End User Customer's Listings to CenturyLink, Reseller grants CenturyLink access to Reseller's End User Customer Listings information for use in its Directory Assistance Service - and in its Directory Assistance List Service and for other lawful purposes, except that Reseller's Listings supplied to CenturyLink by Reseller and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CenturyLink will incorporate Reseller End User Customer Listings in the Directory Assistance Database. CenturyLink will incorporate Reseller's End User Customer Listings information in all existing and future Directory Assistance applications developed by CenturyLink. Should CenturyLink cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

7.2.6 Reseller End User Customer Listings will be treated the same as CenturyLink's End User Customer Listings. Prior written authorization from Reseller, which authorization may be withheld, shall be required for CenturyLink to sell, make available, or release Reseller's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from Reseller shall be required for CenturyLink to sell, make available, or release Reseller's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. CenturyLink will not charge Reseller for updating and maintaining CenturyLink's Listings databases. Reseller will not receive compensation from CenturyLink for any sale of Listings by CenturyLink as provided for under this Agreement.

7.2.6.1 To the extent that state Tariffs limit CenturyLink's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

7.2.7 CenturyLink is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Reseller orders.

7.2.8 CenturyLink provides non-discriminatory appearance and integration of white pages directory Listings for all Reseller's and CenturyLink's End User Customers. All requests for white pages directory listings, whether for Reseller or CenturyLink End User Customers follow the same processes for entry into the Listings database.

7.2.9 CenturyLink will take reasonable steps in accordance with industry practices to accommodate Reseller's nonpublished and nonlisted Listings provided that Reseller has supplied CenturyLink the necessary privacy indicators on such Listings.

7.2.10 Reseller's white pages directory Listings will be in the same font and size as Listings for CenturyLink End User Customers, and will not be separately classified.

7.2.11 CenturyLink processes for publication of white pages directory Listings will make no distinction between Reseller's and CenturyLink's subscribers. Reseller's Listings will be provided with the same accuracy and reliability as CenturyLink's End User Customer Listings. CenturyLink will ensure Reseller's Listings provided to CenturyLink are included in the white pages directory published on CenturyLink's behalf using the same methods and procedures, and under the same terms and conditions, as CenturyLink uses for its own End User Customers' Listings.

7.2.12 For Reseller's End User Customers whose Listings Reseller provides to CenturyLink for submission to its official directory publisher, CenturyLink shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such Reseller End User Customers at Parity with CenturyLink End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

7.2.13 Reseller shall use commercially reasonable efforts to ensure that Listings provided to CenturyLink are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. Reseller further represents that it shall review all Listings information provided to CenturyLink, including End User Customer-requested restrictions on use, such as nonpublished and nonlisted restrictions.

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7.2.15 Reseller shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying CenturyLink with the applicable Listing information. CenturyLink understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and Reseller represents and warrants that listings Reseller submits to CenturyLink reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

7.2.16 Reseller agrees to provide to CenturyLink its End User Customer names,

addresses and telephone numbers in a standard mechanized or manual format, as specified by CenturyLink.

7.2.17 Reseller will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide CenturyLink the means of identifying Listings ownership.

7.2.18 Prior to placing Listings orders on behalf of End User Customers, Reseller shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

7.2.19 For Listings that Reseller submits to CenturyLink, CenturyLink will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on CenturyLink's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

7.2.20 CenturyLink will provide Reseller a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in CenturyLink's Directory Assistance Service.

7.2.21 Reseller may review and if necessary edit its white page Listings prior to the close date for publication in the directory.

7.2.22 Reseller is responsible for all dealings with, and on behalf of, Reseller's End User Customers, including:

7.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

7.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to CenturyLink);

7.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for Reseller's End User Customer information (if End User Customer information provided by Reseller to CenturyLink does not contain a privacy indicator, no privacy restrictions will apply); and

7.2.22.4 Any additional services requested by Reseller's End User Customers.

7.2.23 Pursuant to Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, CenturyLink will provide subscriber list information gathered in CenturyLink's capacity as a provider of local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to Reseller upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by Reseller, CenturyLink shall enter into negotiations with Reseller for Reseller's use of subscriber list information for purposes other than publishing directories, and CenturyLink and Reseller will enter into a written contract if agreement is reached for such use.

7.2.23.1 CenturyLink shall use commercially reasonable efforts to ensure

that its retail End User Customers' Listings provided to Reseller are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. CenturyLink further represents that it shall review all its retail End User Customers' Listings information provided to Reseller including End User Customer-requested restrictions on use, such as nonpublished and nonlisted restrictions.

7.2.24 CenturyLink represents and warrants that any arrangement for the publication of white pages directory Listings with an Affiliate or contractor requires such Affiliate or contractor to publish the Directory Listings of Reseller contained in CenturyLink's Listings database so that Reseller's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to CenturyLink's End User Customers.

7.2.25 CenturyLink further agrees that any arrangements for the publication of white pages directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory a notice that End User Customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

7.2.26 CenturyLink agrees that any arrangement with an Affiliate or contractor for the publication of white pages directory Listings shall require such Affiliate or contractor to provide Reseller space in the customer guide pages of the white pages directory for the purpose of notifying End User Customers how to reach Reseller to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable locate service; and (6) contact the special needs center for End User Customers with disabilities.

7.2.27 If Reseller submits its End User Customer Listings to CenturyLink through a service bureau or other type of third party (agent), Reseller and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to CenturyLink, that shall include, but not be limited to, the following terms:

7.2.27.1 That the agent is authorized by Reseller to submit Listings to CenturyLink on its behalf and to work with CenturyLink in resolving any issues surrounding its Listing submissions; and

7.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting Reseller's End User Customers' Listings to CenturyLink.

7.2.27.3 Reseller's use of an agent in submitting its End User Customers' Listings to CenturyLink shall not alter Reseller's obligations under this Agreement and Reseller shall remain primarily liable for covenants and responsibilities under this Agreement.

### **7.3 Rate Elements**

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

7.3.1 Primary Listings; and

7.3.2 Premium and Privacy Listings.

## **7.4 Ordering Process**

7.4.1 CenturyLink provides training on white pages directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

7.4.2 Reseller Listings can be submitted for inclusion in CenturyLink white pages directories according to the directions in the CenturyLink Listings User Documents for Facility Based Resellers and Resellers, which is available on-line through the PCAT (<http://www.centurylink.com/wholesale/pcat/>) or will be provided in hard copy to Reseller upon request. Initial information and directions are available in the PCAT.

7.4.3 Reseller can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

**SECTION 8.0 - NETWORK SECURITY**

8.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property.

8.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Reseller is responsible for covering its employees on such security requirements and penalties.

8.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

8.4 Each Party's employees, agents or representatives must secure its own portable test equipment and spares, and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted.

8.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

8.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

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8.13 Reseller shall report all material losses to CenturyLink Security. All security incidents are to be referred directly to local CenturyLink Security – 1-888-879-7328. In cases of emergency, Reseller shall call 911 and 1-888-879-7328.

8.14 CenturyLink and Reseller employees, agents and vendors will display the identification/access card above the waist and visible at all times.

8.15 Revenue Protection. CenturyLink shall make available to Reseller all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. CenturyLink shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

## **Section 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **9.1 General Terms**

9.1.1 CenturyLink has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between Reseller's and CenturyLink's OSS. These gateways provide security for the interfaces, protecting the integrity of the CenturyLink OSS and databases. CenturyLink's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that CenturyLink has developed and shall provide to Reseller. Additional technical information and details shall be provided by CenturyLink in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." CenturyLink will continue to make improvements to the electronic interfaces as technology evolves, CenturyLink's legacy systems improve, or Reseller needs require. CenturyLink shall provide notification to Reseller consistent with the provisions of the Change Management Process (CMP) set forth in Section 9.2.6

9.1.2 Through its electronic gateways and manual processes, CenturyLink shall provide Reseller non-discriminatory access to CenturyLink's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, CenturyLink shall provide Reseller access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, CenturyLink shall provide Reseller access to CenturyLink's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. CenturyLink will comply with the standards for access to OSS set forth in Section 9. CenturyLink shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. CenturyLink shall provide assistance for Reseller to understand how to implement and use all of the available OSS functions. CenturyLink shall provide Reseller sufficient electronic and manual interfaces to allow Reseller equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, CenturyLink shall disclose to Reseller any internal business rules and other formatting information necessary to ensure that Reseller's requests and orders are processed efficiently. CenturyLink shall provide training to enable Reseller to devise its own course work for its own employees. Through its documentation available to Reseller, CenturyLink will identify how its interface differs from national guidelines or standards. CenturyLink shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **9.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

#### **9.2.1 Local Service Request (LSR) Ordering Process**

9.2.1.1 CenturyLink shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

9.2.1.2 The interface guidelines for EDI are based upon the Ordering and Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry

Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

9.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Reseller to CenturyLink and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

9.2.1.4 Functions Pre-ordering: CenturyLink will provide real time, electronic access to pre-order functions to support Reseller's ordering via the electronic interfaces described herein. CenturyLink will make the following real time pre-order functions available to Reseller:

9.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA Toll and InterLATA Toll available at a valid service address;

9.2.1.4.2 Access to Customer Service Records (CSRs) for CenturyLink retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

9.2.1.4.3 Telephone number request and selection;

9.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a CenturyLink technician on a non-discriminatory basis;

9.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

9.2.1.4.6 Service address verification;

9.2.1.4.7 Facility availability, including resale-DSL;

9.2.1.4.8 A list of valid available CFAs;

9.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

9.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

9.2.1.5 Dial-Up Capabilities

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9.2.1.5.3 When Reseller requests from CenturyLink more than fifty (50) SecurIDs for use by Reseller Customer service representatives at a single

Reseller location, Reseller shall use a T1 line instead of dial-up access at that location. If Reseller is obtaining the line from CenturyLink, then Reseller shall be able to use SecurIDs until such time as CenturyLink provisions the T1 line and the line permits pre-order and order information to be exchanged between CenturyLink and Reseller.

#### 9.2.1.6 Access Service Request (ASR) Ordering Process

9.2.1.6.1 CenturyLink shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). CenturyLink shall supply exceptions to these guidelines in writing in sufficient time for Reseller to adjust system requirements.

9.2.1.7 Facility Based EDI Listing Process: CenturyLink shall provide a Facility Based EDI Listing interface to enable Reseller Listing data to be translated and passed into the CenturyLink Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. CenturyLink shall supply exceptions to these guidelines/standards in writing in sufficient time for Reseller to adjust system requirements.

9.2.1.8 CenturyLink will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. CenturyLink will work cooperatively with Resellers through the CMP process to consider any suggestions made by Resellers to improve or modify such plans. Reseller specific requests for modifications to such plans will be negotiated and mutually agreed upon between CenturyLink and Reseller.

9.2.1.9 Ordering and Provisioning: CenturyLink will provide access to ordering and status functions. Reseller will populate the service request to identify what features, services, or elements it wishes CenturyLink to provision in accordance with CenturyLink's published business rules.

9.2.1.9.1 CenturyLink shall provide all Provisioning services to Reseller during the same business hours that CenturyLink provisions services for its End User Customers. CenturyLink will provide out-of-hours Provisioning services to Reseller on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. CenturyLink shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

9.2.1.9.2 When Reseller places an electronic order, CenturyLink will provide Reseller with an electronic Firm Order Confirmation (FOC) notice. The FOC will follow industry-standard formats and contain the CenturyLink Due Date for order completion. Upon completion of the order, CenturyLink will provide Reseller with an electronic completion notice which follows industry-standard formats and which states when the order was completed. CenturyLink supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Reseller that the service order record has been completed, and 2) Billing completion that notifies Reseller that the service order has posted to the Billing system.

9.2.1.9.3 When Reseller places a manual order, CenturyLink will provide Reseller with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, CenturyLink will provide Reseller with a completion notice which follows industry-standard formats and which states when the order was completed. CenturyLink supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Reseller that the service order record has been completed, and 2) Billing completion that notifies Reseller that the service order has posted to the Billing system.

9.2.1.9.4 When Reseller places an electronic order, CenturyLink shall provide notification electronically of any instances when (1) CenturyLink's Committed Due Dates are in jeopardy of not being met by CenturyLink on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 9.

9.2.1.9.5 When Reseller places a manual order, CenturyLink shall provide notification of any instances when (1) CenturyLink's Committed Due Dates are in jeopardy of not being met by CenturyLink on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 9.

9.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 9.2.6.

9.2.1.9.7 Where CenturyLink provides installation on behalf of Reseller, CenturyLink shall advise the Reseller End User Customer to notify Reseller immediately if Reseller's End User Customer requests a service change at the time of installation.

## **9.2.2 Maintenance and Repair**

9.2.2.1 CenturyLink shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between CenturyLink and Reseller while the Trouble Report (TR) is open and a CenturyLink technician is working on the resolution. Reseller may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by Reseller that trouble is cleared.

## **9.2.3 Interface Availability**

9.2.3.1 CenturyLink shall make its OSS interfaces available to Reseller during the hours listed in the Gateway Availability PIDs.

9.2.3.2 CenturyLink shall notify Reseller in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **9.2.4 Billing**

9.2.4.1 For products billed out of the CenturyLink Interexchange Access Billing

System (IABS), CenturyLink will utilize the existing CABS/BOS format and technology for the transmission of bills.

9.2.4.2 For products billed out of the CenturyLink Customer Record Information System (CRIS), CenturyLink will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to Reseller.

## 9.2.5 Outputs

Output information will be provided to Reseller in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to Reseller come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

### 9.2.5.1 Bills

9.2.5.1.1 CRIS Summary Bill: The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by CenturyLink. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for Reseller. These bills are segmented by state and bill cycle. The number of bills received by Reseller is dictated by the product ordered and the CenturyLink region in which Reseller is operating.

9.2.5.1.2 IABS Bill: The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

### 9.2.5.2 Files and Reports

9.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding CenturyLink holidays. This information is a file of unrated CenturyLink originated usage messages and rated Reseller originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily

Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. CenturyLink will provide this data to Reseller with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

9.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

9.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - CenturyLink will distribute in-region IntraLATA collect, calling card, and third number billed messages to Reseller and exchange with other Resellers operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

9.2.5.2.4 Loss Report provides Reseller with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed Resellers or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale products.

9.2.5.2.5 Completion Report provides Reseller with a daily report. This report is used to advise Reseller that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale products.

9.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between CenturyLink and Reseller. Category 1101 series records are used to exchange detailed access usage information.

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9.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a web browser.

## **9.2.6 Change Management**

CenturyLink agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards

and practices to address CenturyLink's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for Reseller and CenturyLink to discuss Reseller and CenturyLink change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for Resellers and CenturyLink to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which Reseller impacts that result from changes to CenturyLink's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated CenturyLink processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to Resellers, including the availability of web-based tools; (x) documentation provided by CenturyLink that is effective in enabling Resellers to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among Resellers and CenturyLink and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, CenturyLink will submit to Resellers through the CMP, among other things, modifications to existing products and product and technical documentation available to Resellers, introduction of new products available to Resellers, discontinuance of products available to Resellers, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. CenturyLink will maintain as part of CMP an escalation process so that CMP issues can be escalated to a CenturyLink representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between CenturyLink and Resellers in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments CenturyLink has made regarding maintaining its CMP and CenturyLink commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. CenturyLink will maintain the most current version of the CMP Document on its wholesale web site.

9.2.6.1 In the course of establishing operational ready system interfaces between CenturyLink and Reseller to support local service delivery, Reseller and CenturyLink may need to define and implement system interface specifications that are supplemental to existing standards. Reseller and CenturyLink will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

9.2.6.2 Release updates will be implemented pursuant to the CMP.

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## 9.2.7 Reseller Responsibilities for Implementation of OSS Interfaces

9.2.7.1 Before Reseller implementation can begin, Reseller must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

9.2.7.2 Once CenturyLink receives a complete and accurate New Customer Questionnaire, CenturyLink and Reseller will mutually agree upon time frames for implementation of connectivity between Reseller and the OSS interfaces.

## 9.2.8 CenturyLink Responsibilities for On-going Support for OSS Interfaces

CenturyLink will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

9.2.8.1 CenturyLink will provide written notice to Reseller of the need to migrate to a new release.

9.2.8.2 CenturyLink will provide an EDI Implementation Coordinator to work with Reseller for business scenario re-certification, migration and data conversion strategy definition.

9.2.8.3 Re-certification is the process by which Reseller demonstrates the ability to generate correct functional transactions for enhancements not previously certified. CenturyLink will provide the suite of tests for re-certification to Reseller with the issuance of the disclosure document.

9.2.8.4 CenturyLink shall provide training mechanisms for Reseller to pursue in educating its internal personnel. CenturyLink shall provide training necessary for Reseller to use CenturyLink's OSS interfaces and to understand CenturyLink's documentation, including CenturyLink's business rules.

## 9.2.9 Reseller Responsibilities for On-going Support for OSS Interfaces

9.2.9.1 If using the GUI interface, Reseller will take reasonable efforts to train Reseller personnel on the GUI functions that Reseller will be using.

9.2.9.2 An exchange protocol will be used to transport EDI formatted content. Reseller must perform certification testing of exchange protocol prior to using the EDI interface.

9.2.9.3 CenturyLink will provide Reseller with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with CenturyLink's OSS. CenturyLink has established the following test processes to assure the implementation of a solid interface between CenturyLink and Reseller:

9.2.9.3.1 Connectivity Testing: Reseller and CenturyLink will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to

controlled production and before going live in the production environment if Reseller or CenturyLink has implemented environment changes when moving into production.

9.2.9.3.2 Stand-Alone Testing Environment (SATE): CenturyLink's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to Reseller during its development and implementation of EDI. The SATE provides Reseller the opportunity to validate its technical development efforts built via CenturyLink documentation without the need to schedule test times. This testing verifies Reseller's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink. CenturyLink will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

9.2.9.3.3 Interoperability Testing – Reseller has the option of participating with CenturyLink in Interoperability testing to provide Reseller with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies Reseller's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in CenturyLink production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when Reseller has conducted Stand-Alone Testing successfully. CenturyLink shall process pre-order transactions in CenturyLink's production OSS and order transactions through the business processing layer of the EDI interfaces.

9.2.9.3.4 Controlled Production: CenturyLink and Reseller will perform controlled production. The controlled production process is designed to validate the ability of Reseller to transmit EDI data that completely meets X12 standards definitions and complies with all CenturyLink business rules. Controlled production consists of the controlled submission of actual Reseller production requests to the CenturyLink production environment. CenturyLink treats these pre-order queries and orders as production pre-order and order transactions. CenturyLink and Reseller use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

9.2.9.3.5 If Reseller is using EDI, CenturyLink shall provide Reseller with a pre-allotted amount of time to complete certification of its business scenarios. CenturyLink will allow Reseller a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with Reseller's business plan. It is the sole responsibility of Reseller to schedule an appointment with CenturyLink for certification of its business scenarios. Reseller must make every effort to comply with the agreed upon dates and times scheduled for the certification of its

business scenarios. If the certification of business scenarios is delayed due to Reseller, it is the sole responsibility of Reseller to schedule new appointments for certification of its business scenarios. CenturyLink will make reasonable efforts to accommodate Reseller schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to CenturyLink, CenturyLink will honor Reseller's schedule through the use of alternative hours.

9.2.9.4 If Reseller is using the EDI interface, Reseller must work with CenturyLink to certify the business scenarios that Reseller will be using in order to ensure successful transaction processing. CenturyLink and Reseller shall mutually agree to the business scenarios for which Reseller requires certification. Certification will be granted for the specified release of the EDI interface. If Reseller is certifying multiple products or services, Reseller has the option of certifying those products or services serially or in parallel where Technically Feasible.

9.2.9.4.1 For a new software release or upgrade, CenturyLink will provide Reseller a stable testing environment that mirrors the production environment in order for Reseller to test the new release. For software releases and upgrades, CenturyLink has implemented the testing processes set forth in Sections 9.2.9.3.2, 9.2.9.3.3 and 9.2.9.3.4.

9.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the CenturyLink coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to Reseller as the new release is implemented. The suite of re-certification test scenarios will be provided to Reseller with the disclosure document. If Reseller is certifying multiple products or services, Reseller has the option of certifying those products or services serially or in parallel, where Technically Feasible.

9.2.9.6 Reseller will contact the CenturyLink EDI Implementation Coordinator to initiate the migration process. Reseller may not need to certify to every new EDI release, however, Reseller must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. Reseller will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

9.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

9.2.9.6.1.1 Stand-Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Reseller will be required to move its implementation plan to the next release.

9.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Reseller will be required to move its implementation plan to the next release.

9.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

9.2.9.7 Reseller will be expected to execute the re-certification test cases in the stand-alone and/or Interoperability test environments. Reseller will provide Purchase Order Numbers (PONs) of the successful test cases to CenturyLink.

9.2.9.8 Intentionally Left Blank.

## **9.2.10 Reseller Support**

9.2.10.1 CenturyLink shall provide documentation and assistance for Reseller to understand how to implement and use all of the available OSS functions. CenturyLink shall provide to Reseller in writing any internal business rules and other formatting information necessary to ensure that Reseller's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the Reseller account team, training, documentation, and Reseller Help Desk. CenturyLink will also supply Reseller with an escalation level contact list in the event issues are not resolved via contacts to the Reseller account team, training, documentation and Reseller Help Desk.

### **9.2.10.2 Reseller Help Desk**

9.2.10.2.1 The Reseller Systems Help Desk will provide a single point of entry for Reseller to gain assistance in areas involving connectivity, system availability, and file outputs. The Reseller Systems Help Desk areas are further described below.

9.2.10.2.1.1 Connectivity covers trouble with Reseller's access to the CenturyLink system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

9.2.10.2.1.2 System Availability covers system errors generated during an attempt by Reseller to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; Design Services and Repair.

9.2.10.2.1.3 File Outputs covers Reseller's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

9.2.10.3 Additional assistance to Reseller is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on CenturyLink's wholesale web site. CenturyLink will provide Interconnect Service Center Help Desks which will provide a single point of contact for Reseller to gain assistance in areas involving order submission and manual processes.

### **9.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. CenturyLink shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes CenturyLink to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

## **9.3 Maintenance and Repair**

### **9.3.1 Service Levels**

9.3.1.1 CenturyLink will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party. CenturyLink shall provide Reseller repair status information in substantially the same time and manner as CenturyLink provides for its retail services.

9.3.1.2 During the term of this Agreement, CenturyLink will provide necessary maintenance business process support to allow Reseller to provide similar service quality to that provided by CenturyLink to itself, its End User Customers, its Affiliates, or any other party.

9.3.1.3 CenturyLink will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from Reseller shall receive response time priority that is substantially the same as that provided to CenturyLink, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

### **9.3.2 Branding**

9.3.2.1 CenturyLink shall use unbranded Maintenance and Repair forms while interfacing with Reseller End User Customers. Upon request, CenturyLink shall use Reseller provided and branded Maintenance and Repair forms. CenturyLink may not unreasonably interfere with branding by Reseller.

9.3.2.2 Except as specifically permitted by Reseller, in no event shall CenturyLink provide information to Reseller subscribers about Reseller or Reseller product or services.

9.3.2.3 This section shall confer on CenturyLink no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by Reseller or its Affiliates, except as expressly permitted by Reseller.

### 9.3.3 Service Interruptions

9.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

9.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

9.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

9.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

9.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

9.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to Reseller as itself, its End User Customers, its Affiliates, or any other party.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

### 9.3.4 Trouble Isolation

9.3.4.1 Reseller is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Reseller will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to Reseller, prior to reporting trouble to CenturyLink. Reseller shall have access for testing

purposes at the Demarcation Point, NID, or Point of Interface. CenturyLink will work cooperatively with Reseller to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and Reseller will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.3.4.2 and 9.3.4.3.

9.3.4.2 When Reseller requests that CenturyLink perform trouble isolation with Reseller, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and Reseller authorizes CenturyLink to repair trouble on Reseller's behalf, CenturyLink will charge Reseller the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

9.3.4.3 When Reseller elects not to perform trouble isolation and CenturyLink performs tests at Reseller request, a Maintenance of Service charge shall apply if the trouble is not in CenturyLink's facilities, including CenturyLink's facilities leased by Reseller. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on CenturyLink's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

### **9.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, or as may be provided for under this Agreement, CenturyLink will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for Reseller or its End User Customers.

### **9.3.6 Testing/Test Requests**

9.3.6.1 Where Reseller does not have the ability to diagnose and isolate trouble on a CenturyLink line, circuit, or service provided in this Agreement that Reseller is utilizing to serve an End User Customer, CenturyLink will conduct testing, to the extent testing capabilities are available to CenturyLink, to diagnose and isolate a trouble in substantially the same time and manner that CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.2 Prior to CenturyLink conducting a test on a line, circuit, or service provided in this Agreement that Reseller is utilizing to serve an End User Customer, CenturyLink must receive a trouble report from Reseller.

9.3.6.3 On manually reported trouble for non-designed services, CenturyLink will provide readily available test results to Reseller or test results to Reseller in accordance with any applicable Commission rule for providing test results to End User Customers or Resellers. On manually reported trouble for designed services provided in this Agreement, CenturyLink will provide Reseller test results upon request. For electronically reported trouble, CenturyLink will provide Reseller with the ability to obtain basic test results in substantially the same time and manner that CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.4 Reseller shall isolate the trouble condition to CenturyLink's portion of the line, circuit, or service provided in this Agreement before CenturyLink accepts a trouble report for that line, circuit or service. Once CenturyLink accepts the trouble report from Reseller, CenturyLink shall process the trouble report in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.5 CenturyLink shall test to ensure electrical continuity and services it provides to Reseller prior to closing a trouble report.

### **9.3.7 Work Center Interfaces**

9.3.7.1 CenturyLink and Reseller shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **9.3.8 Misdirected Repair Calls**

9.3.8.1 Reseller and CenturyLink will employ the following procedures for handling misdirected repair calls:

9.3.8.1.1 Reseller and CenturyLink will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

9.3.8.1.2 End User Customers of Reseller shall be instructed to report all cases of trouble to Reseller. End User Customers of CenturyLink shall be instructed to report all cases of trouble to CenturyLink.

9.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or Reseller from discussing its products and services with Reseller's or CenturyLink's End User Customers who call the other Party seeking such information.

9.3.8.1.4 Reseller and CenturyLink will provide their respective repair contact numbers to one another on a reciprocal basis.

9.3.8.1.5 In responding to repair calls, Reseller's End User Customers contacting CenturyLink in error will be instructed to contact Reseller; and CenturyLink's End User Customers contacting Reseller in error will be instructed to contact CenturyLink. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or Reseller from discussing its products and services with Reseller's or CenturyLink's End User Customers who call the other Party seeking such information.



### **9.3.9 Major Outages/Restoral/Notification**

9.3.9.1 CenturyLink will notify Reseller of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to Reseller's identified contact. With the minor exception of certain Proprietary Information such as Customer information, CenturyLink will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within CenturyLink. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to CenturyLink and/or industry standards.

9.3.9.2 CenturyLink will meet with associated personnel from Reseller to share contact information and review CenturyLink's outage restoral processes and notification processes.

9.3.9.3 CenturyLink's emergency restoration process operates on a 7X24 basis.

### **9.3.10 Protective Maintenance**

9.3.10.1 CenturyLink will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

9.3.10.2 CenturyLink will work cooperatively with Reseller to develop industry-wide processes to provide as much notice as possible to Reseller of pending maintenance activity. CenturyLink shall provide notice of potentially Reseller Customer impacting maintenance activity, to the extent CenturyLink can determine such impact, and negotiate mutually agreeable dates with Reseller in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

9.3.10.3 CenturyLink shall advise Reseller of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by CenturyLink on any services, including, to the extent CenturyLink can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact Reseller and/or Reseller End User Customers. CenturyLink shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that CenturyLink shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise Reseller promptly of any such actions it takes.

### **9.3.11 Hours of Coverage**

9.3.11.1 CenturyLink's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, CenturyLink's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

### **9.3.12 Escalations**

9.3.12.1 CenturyLink will provide trouble escalation procedures to Reseller. Such procedures will be substantially the same type and quality as CenturyLink employs for itself, its End User Customers, its Affiliates, or any other party. CenturyLink escalations are manual processes.

9.3.12.2 CenturyLink repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. Reseller may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

9.3.12.3 CenturyLink shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 9.2.2.1.

### **9.3.13 Dispatch**

9.3.13.1 CenturyLink will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.13.2 Upon the receipt of a trouble report from Reseller, CenturyLink will follow internal processes and industry standards, to resolve the repair condition. CenturyLink will dispatch repair personnel on occasion to repair the condition. It will be CenturyLink's decision whether or not to send a technician out on a dispatch. CenturyLink reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Reseller require a dispatch when CenturyLink believes the dispatch is not necessary, appropriate charges will be billed by CenturyLink to Reseller for those dispatch-related costs in accordance with Exhibit A if CenturyLink can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by Reseller facilities or equipment.

9.3.13.3 For POTS lines and designed service circuits, CenturyLink is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the Reseller Customer premises without prior Reseller authorization. For dispatch to the Reseller Customer premises CenturyLink shall obtain prior Reseller authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

### **9.3.14 Electronic Reporting**

9.3.14.1 Reseller may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by CenturyLink.

9.3.14.2 The status of manually reported trouble may be accessed by Reseller through electronic interfaces.

**9.3.15 Intervals/Parity**

9.3.15.1 Similar trouble conditions, whether reported on behalf of CenturyLink End User Customers or on behalf of Reseller End User Customers, will receive commitment intervals in substantially the same time and manner as CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

**9.3.16 Jeopardy Management**

9.3.16.1 CenturyLink will notify Reseller, in substantially the same time and manner as CenturyLink provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At Reseller option, notification may be sent by email or fax through the electronic interface. Reseller may telephone CenturyLink repair center or use the electronic interfaces to obtain jeopardy status.

**9.3.17 Trouble Screening**

9.3.17.1 Reseller shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to CenturyLink only trouble reports that involve CenturyLink facilities. For services and facilities where the capability to test all or portions of the CenturyLink network service or facility rest with CenturyLink, CenturyLink will make such capability available to Reseller to perform appropriate trouble isolation and screening.

9.3.17.2 CenturyLink will cooperate with Reseller to show Reseller how CenturyLink screens trouble conditions in its own centers, so that Reseller may employ similar techniques in its centers.

**9.3.18 Maintenance Standards**

9.3.18.1 CenturyLink will cooperate with Reseller to meet the maintenance standards outlined in this Agreement.

9.3.18.2 On manually reported trouble, CenturyLink will inform Reseller of repair completion in substantially the same time and manner as CenturyLink provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

**9.3.19 End User Customer Interface Responsibilities**

9.3.19.1 Reseller will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

9.3.19.2 All CenturyLink employees who perform repair service for Reseller End User Customers will be trained in non-discriminatory behavior.

9.3.19.3 CenturyLink will recognize the designated Reseller/DLEC as the Customer of Record for all services ordered by Reseller/DLEC and will send all notices,

invoices and pertinent information directly to Reseller/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be CenturyLink's single and sole point of contact for all Reseller/DLEC End User Customers.

### **9.3.20 Repair Call Handling**

9.3.20.1 Manually-reported repair calls by Reseller to CenturyLink will be answered with the same quality and speed as CenturyLink answers calls from its own End User Customers.

### **9.3.21 Single Point of Contact**

9.3.21.1 CenturyLink will provide a single point of contact for Reseller to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to Reseller for each category of trouble situation being encountered.

### **9.3.22 Network Information**

9.3.22.1 CenturyLink maintains an information database, available to Reseller for the purpose of allowing Reseller to obtain information about CenturyLink's NPAs, LATAs, Access Tandem Switches and Central Offices.

9.3.22.2 This database is known as the ICONN database, available to Reseller via CenturyLink's web site.

9.3.22.3 CPNI Information and NXX activity reports are also included in this database.

9.3.22.4 ICONN data is updated in substantially the same time and manner as CenturyLink updates the same data for itself, its End User Customers, its Affiliates, or any other party.

### **9.3.23 Maintenance Windows**

9.3.23.1 Generally, CenturyLink performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

9.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although CenturyLink normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. CenturyLink will provide notification of any and all maintenance activities that may impact Reseller ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as CenturyLink provides this information to itself, its End User Customers, its Affiliates, or any other party.

9.3.23.3 Intentionally Left Blank.

9.3.23.4 Planned generic upgrades to CenturyLink Switches are included in the

ICONN database, available to Reseller via CenturyLink's web site.

### **9.3.24 Switch and Frame Conversion Service Order Practices**

9.3.24.1 Switch Conversions: Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

9.3.24.2 Frame Conversions: Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

9.3.24.3 Conversion Date: The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

9.3.24.4 Conversion Embargoes: A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or Reseller services. During the embargo period, CenturyLink will reject orders for Trunk Side facilities (see Section 9.3.24.4.1) other than conversion orders described in Section 9.3.24.4.3. Notwithstanding the foregoing and to the extent CenturyLink provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, CenturyLink shall provide Reseller the same capabilities.

9.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by Reseller with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. CenturyLink shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by Reseller or CenturyLink, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 9.3.24.4.3.

9.3.24.4.2 For Switch and Trunk Side frame conversions, CenturyLink shall provide Reseller with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

9.3.24.4.3 For Switch and Trunk Side frame conversions, Reseller shall issue facility conversion ASRs to CenturyLink no later than thirty (30) Days before the Conversion Date for like-for-like, where Reseller mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

9.3.24.5 Frame Embargo Period: During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where Reseller mirrors their existing circuit

design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Reseller requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as CenturyLink notifies itself, its End User Customers, Affiliates, or any other party.

9.3.24.6 Switch Embargo Period: During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where Reseller mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Reseller requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as CenturyLink notifies itself, its End User Customers, Affiliates, or any other party.

9.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs: Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

9.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that CenturyLink shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as CenturyLink uses for itself, its End User Customers, its Affiliates, or any other party.

9.3.24.7.2 The quiet period for Switch conversions, where no LSRs, except those requesting order activity described in Section 9.3.24.7, are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

9.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 9.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

9.3.24.7.4 LSRs, except those requesting order activity described in

9.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by CenturyLink.

9.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

9.3.24.7.6 Reseller may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by CenturyLink.

9.3.24.7.7 Reseller may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by CenturyLink.

9.3.24.7.8 In the event that Reseller End User Customer service is disconnected in error, CenturyLink will restore service in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, or any other party. Restoration of Reseller End User Customer service will be handled through the LNP escalations process.

9.3.24.8 Switch Upgrades: Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. CenturyLink shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, and any other party.

9.3.24.9 Switch Line and Trunk Hardware Additions: CenturyLink shall use its best efforts to minimize Reseller service order impacts due to hardware additions and modifications to CenturyLink's existing Switches. CenturyLink shall provide Reseller substantially the same service order processing capabilities as CenturyLink provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

## **Section 10.0 - DIRECTORY PUBLISHER**

10.1 CenturyLink and Reseller agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Reseller and directory publishers. CenturyLink acknowledges that Reseller may request CenturyLink to facilitate discussions between Reseller and CenturyLink Official Directory Publishers.



## **Section 11.0 – SERVICE PERFORMANCE**

11.1 Performance Indicator Definitions (PIDs), in their current form, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

11.2 The Performance Assurance Plan (PAP), in its current form, is attached as Exhibit K of this Agreement. Subsequent changes to the PAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

**Section 12.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, Reseller adopts this Agreement and upon receipt by CenturyLink, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

**Convergia, Inc**

DocuSigned by:  
*Jose Jouvin*  
F5D7489CBAA8426...  
\_\_\_\_\_  
Signature

Jose Jouvin  
Name Printed/Typed

US Director of Sales  
Title

10/9/2015  
Date

**Qwest Corporation dba CenturyLink QC**

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

Diane Roth  
Name Printed/Typed

Director – Wholesale  
Title

10/12/2015  
Date

Exhibit A  
Oregon

New										Notes	
						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>6.0 Resale</b>						Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
<b>6.1 Wholesale Discount Rates</b>											
	6.1.1	Basic Exchange Residential Line Service				17.00%		17.00%	B, 6		B, 6
	6.1.2	Basic Exchange Business Line Service / PBX				17.00%		17.00%	B, 6		B, 6
	6.1.3	IntraLATA Toll				17.00%		17.00%	B, 6		B, 6
	6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Services, ACS)				17.00%		17.00%	B, 6		B, 6
	6.1.5	Listings, CO Features & Information Services				17.00%		17.00%	B, 6		B, 6
	6.1.6	Private Line				17.00%		17.00%	B, 6		B, 6
	6.1.7	Public Access Line (PAL) Service				17.00%		17.00%	B, 6		B, 6
<b>6.2 Customer Transfer Charge (CTC)</b>											
	6.2.1	CTC for POTS Service									
		6.2.1.1	Residential / Business								
			6.2.1.1.1	First Line							
				6.2.1.1.1.1	Installation, Manual			\$17.09			12
				6.2.1.1.1.2	Intentionally Left Blank						
				6.2.1.1.1.3	Installation, Mechanized			\$0.71			12
			6.2.1.1.2	Each Additional							
				6.2.1.1.2.1	Installation, Manual			\$2.85			12
				6.2.1.1.2.2	Intentionally Left Blank						
				6.2.1.1.2.3	Installation, Mechanized			\$0.14			12
	6.2.2	CTC for Private Line Transport Services									
		6.2.2.1	First Circuit					\$35.33			12
		6.2.2.2	Additional Circuit, per Circuit, same CSR					\$35.33			12
	6.2.3	CTC for Advanced Communications Services, per Circuit						\$54.12			12
<b>10.3 White Pages Directory Listings, Facility Based Providers</b>											
	10.3.1	Primary Listing				No Charge		No Charge			
	10.3.2	Premium / Privacy Listings				General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
<b>12.0 Operational Support Systems</b>											
	12.1	Development and Enhancements, per Order						No Charge At This Time			11
	12.2	Ongoing Operations, per Order						No Charge At This Time			11
	12.3	Daily Usage Record File, per Record				No Charge At This Time			11		
	12.4	Trouble Isolation Charge						See 9.20			
<b>NOTES:</b>											
B	UM 962 (Order No. 02-821)										
6	For services where volume and term discounts apply to retail customers, the wholesale discount rate offered shall be the greater of 17% or the discounted retail percentage plus 8.5%. This is pursuant Commission order in Docket UM 962 Order Number 02-821										
11	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a future cost proceeding.										
12	Rates proposed in UM 1025										



**Service Performance Indicator Definitions (PID)**

CenturyLink QC

**ICA Exhibit B – PID Version 10.0**

**QWEST CORPORATION DBA CENTURYLINK QC'S ("CENTURYLINK QC'S") SERVICE  
PERFORMANCE INDICATOR DEFINITIONS (PID)**

**PID Version 10.0**

**Introduction**

CenturyLink QC will report performance results for the service performance indicators defined herein. CenturyLink QC will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to CenturyLink QC's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

## CenturyLink QC's Service Performance Indicator Definitions

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## Electronic Gateway Availability

### GA-1 – Gateway Availability – LSR

<p><b>Purpose:</b> Evaluates the quality of CLEC access to the gateway systems offered by CenturyLink QC for CLECs to submit LSRs and associated systems that facilitate access to the gateway(s), focusing on the extent they are actually available to CLECs.</p>	
<p><b>Description:</b> GA-1-&lt;Name of LSR Gateway or Associated System&gt; <sup>NOTE 1</sup>: Measures the availability of the gateway interfaces through which CLECs process LSRs, and reports the percentage of Scheduled Availability Time the interface is available for view and/or input.</p> <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: <a href="http://www.centurylink.com/wholesale/cmp/ossHours.html">http://www.centurylink.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate results</p>	<p><b>Disaggregation Reporting:</b> Region-wide level.</p>
<p><b>Formula:</b> ([Number of Hours and Minutes Gateway or system is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100</p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> Reported by gateway or associated system, for each LSR submittal gateway and for each system that facilitates access to the LSR gateway(s), to the extent availability is not counted as part of the LSR-processing gateway(s).</p>	<p><b>Standard:</b> Diagnostic</p>
<p><b>Availability:</b> Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Such as "GA-1-IMA-GUI," "GA-1-XML," <sup>NOTE 2</sup> or "GA-1-SIA," with other gateways or systems being limited to those that replace these gateways.</li> <li>2. GA-1-XML replaces the former GA-8 PID.</li> </ol>

**GA-3 – Gateway Availability – Repair****Purpose:**

Evaluates the quality of CLEC access to the gateway interface offered by CenturyLink QC for CLECs to electronically submit repair trouble tickets, focusing on the extent the gateway is actually available to CLECs.

**Description:**

GA-3-<Name of Repair Gateway> <sup>NOTE 1</sup>: Measures the availability of the gateway interface(s) through which CLECs submit repair troubles and reports the percentage of scheduled availability time the interface is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website:  
<http://www.centurylink.com/wholesale/cmp/ossHours.html>.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

**Reporting Period:** One month**Unit of Measure:** Percent**Reporting Comparisons:** CLEC aggregate results**Disaggregation Reporting:** Region-wide level.**Formula:**

$$\frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \times 100$$

**Exclusions:** None**Product Reporting:** Reported by system, for each repair trouble submittal gateway.**Standard:** Diagnostic

**Availability:** Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)

1. **Notes:** Such as "GA-3-EB-TA" or "GA-3-Repair GUI" <sup>NOTE 2</sup>, with other gateways or systems being limited to those that replace these gateways.
2. GA-3-Repair GUI replaces the former GA-6-GUI-Repair PID.



**GA-4 – System Availability – ASR**

<b>Purpose:</b> Evaluates the quality of CLEC batch access to electronic systems offered by CenturyLink QC for CLECs to submit ASRs, focusing on the extent the systems are actually available to CLECs.	
<b>Description:</b> GA-4-<Name of ASR-processing System> <sup>NOTE 1:</sup> Measures the availability of the electronic ASR submittal system and reports the percentage of scheduled availability time the system is available. <ul style="list-style-type: none"> <li>Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.centurylink.com/wholesale/cmp/ossHours.html">http://www.centurylink.com/wholesale/cmp/ossHours.html</a>.</li> <li>Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>An outage is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\frac{[\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> Reported by system, for each ASR submittal gateway.	<b>Standard:</b> Diagnostic
<b>Availability:</b> Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)	<b>Notes:</b> 1. Such as "GA-4-EXACT," with other gateways or systems being limited to those that replace this system.

## GA-7 – Timely Outage Resolution following Software Releases

<p><b>Purpose:</b> Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.</p>	
<p><b>Description:</b> Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved <sup>NOTE 1</sup> within 48 hours of detection by the CenturyLink QC monitoring group or reporting by a CLEC/co-provider.</p> <ul style="list-style-type: none"> <li>Includes software releases associated with the following OSS interfaces in CenturyLink QC: LSR-processing gateway(s), repair trouble report-processing gateway(s), and ASR-processing system(s) or gateway(s). <sup>NOTE 2</sup></li> <li>An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers or data loss <sup>NOTE 3</sup> on the CenturyLink QC side of the interface. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> <li>The outage resolution time interval considered in this measurement starts at the time CenturyLink QC's monitoring group detects a failure, or at the date/time of the first transaction sent to CenturyLink QC that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.</li> </ul>	
<b>Reporting Period:</b> Monthly	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC Aggregate	<b>Disaggregation Reporting:</b> Region-wide level.
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time CenturyLink QC detects the outage}}{\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standards:</b> Diagnostic
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>"Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>Such as, "IMA-GUI," "IMA-XML," "CEMR," "EXACT," and "EB-TA," with other gateways or systems being limited to those that replace these gateways/systems.</li> <li>For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., LSR ID or trouble ticket number).</li> </ol>

## Pre-Order/Order

### PO-1 – Pre-Order/Order Response Times

<p><b>Purpose:</b> Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of CenturyLink QC's Operational Support Systems (OSS). CenturyLink QC's OSS are accessed through the specified gateway interface.</p>	
<p><b>Description:</b> PO-1-&lt;Gateway Type&gt; <sup>NOTE 1:</sup> Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.</p> <ul style="list-style-type: none"> <li>• Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.</li> <li>• The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.</li> <li>• A query is an individual request for the specified type of information.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Seconds</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate.</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported by gateway type</p> <p>Results are reported separately for each of the following transaction types, to the extent they are offered through the gateway type: <sup>NOTES 2, 3, &amp; 4</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools</li> <li>8. [Left intentionally blank to preserve numbering]</li> <li>9. Connecting Facility Assignment</li> <li>10. Meet Point Inquiry</li> </ol> <p>Where available through the gateway type, in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For above transaction number 6, Telephone Number, a third part (c) accept screen, will be reported, where available from the gateway type. Otherwise, request/response will be reported as a combined number.</p>

**PO-1 – Pre-Order/Order Response Times (continued)**

<b>Formula:</b> $\frac{\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]}{(\text{Number of Queries Submitted in Reporting Period})}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Rejected requests/errors, and timed out transactions</li> </ul>	
<b>Product Reporting:</b> None	<b>Standards:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Such as "PO-1-XML" or "PO-1-IMA GUI."</li> <li>As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.</li> <li>Results based on a weighted combination of mechanized system tools used in providing the response(s), as applicable, such as ADSL Loop Qualification and Raw Loop Data Tool.</li> <li>In the event that a measured gateway type is replaced and a specified transaction type is not conducive to measurement via simulated transactions (as defined under "Description" above), interested parties will work together to determine whether and how such transaction(s) can and should be measured.</li> </ol>

**PO-2 – Electronic Flow-through**

<b>Purpose:</b> Monitors the extent CenturyLink QC's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.	
<b>Description:</b> PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the service order processor (SOP) without any human intervention. <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.</li> </ul> PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC	<b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state).
<b>Formula:</b> PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100  PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers.</li> <li>Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>Resale</li> <li>Unbundled Loops (with or without Local Number Portability)</li> <li>Local Number Portability</li> </ul>	<b>Standards:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.</li> </ol>

**PO-3 – LSR Rejection Notice Interval**

<b>Purpose:</b> Monitors the timeliness with which CenturyLink QC notifies CLECs that electronic and manual LSRs were rejected.	
<b>Description:</b> Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in CenturyLink QC territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to CenturyLink QC question for clarification about the LSR.</li> <li>• Included in the interval is time required for efforts by CenturyLink QC to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>• With hours: minutes reporting, hours counted are business hours for manual rejects Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours: Minutes
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide <ul style="list-style-type: none"> <li>• PO-3C, LSRs received via facsimile</li> <li>• PO-3X, LSRs received electronically and rejected manually</li> </ul>
<b>Formula:</b> $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers.</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable	<b>Standards:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

**PO-5 – Firm Order Confirmations (FOCs) On Time**

<p><b>Purpose:</b> Monitors the timeliness with which CenturyLink QC returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p><b>Description:</b> Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (are not included.)</li> <li>• For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and CenturyLink QC’s response with a FOC notification (notification date and time).</li> <li>• For PO-5B, 5C, and 5D, the interval measured is the period between the <a href="#">application date and time</a>, as defined herein, and CenturyLink QC’s response with a FOC notification (notification date and time).</li> <li>• “Fully electronic” LSRs are those (1) that are received via an electronic LSR submittal gateway, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. <sup>NOTE 2</sup></li> <li>• “Electronic/manual” LSRs are received electronically via an electronic LSR submittal gateway and involve manual processing.</li> <li>• “Manual” LSRs are received manually (via facsimile) and processed manually.</li> <li>• ASRs are measured only in <a href="#">business days</a>.</li> <li>• LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> <li>• PO-5A: * FOCs provided for <u>fully electronic</u> LSRs</li> <li>• PO-5B: * FOCs provided for <u>electronic/manual</u></li> <li>• PO-5C: * FOCs provided for <u>manual</u> LSRs received via Facsimile.</li> <li>• PO-5D: FOCs provided for ASRs requesting LIS Trunks.</li> </ul> <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> <li>– (a) FOCs provided for Resale services</li> <li>– (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements</li> <li>– (c) FOCs provided for LNP</li> </ul>

**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

**Formula:**

PO-5A = {[Count of LSRs for which the original FOC’s “(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))” is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC’s “(FOC Notification Date & Time) - (Application Date & Time)” is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

**Exclusions:**

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be [projects](#).
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers.
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

<b>Product Reporting:</b>	<b>Standards:</b>	
<ul style="list-style-type: none"> <li>• For PO-5A, -5B and -5C: (a) Resale services (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP</li> <li>• For PO-5D: LIS Trunks.</li> </ul>	<ul style="list-style-type: none"> <li>• minutes <sup>NOTE 2</sup> For PO-5A (all): 95% within 20</li> </ul>	
	<ul style="list-style-type: none"> <li>• For PO-5B (all): 90% within standard FOC intervals (specified below)</li> </ul>	
	<ul style="list-style-type: none"> <li>• For PO-5C (manual): 90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup></li> </ul>	
	<ul style="list-style-type: none"> <li>• eight business days For PO-5D (LIS Trunks): 85% within</li> </ul>	
	<b><u>Standard FOC Intervals for PO-5B and PO-5C</u></b>	
	<b>Product Group</b> <sup>NOTE 1</sup>	<b>FOC Interval</b>
	<b>Resale</b> Residence POTS	1-39 lines
	<b>LNP</b>	1-50 lines
	<b>Unbundled Loops</b> Analog Loop	1-24 loops
	<b>Sub-Loop</b> [included in Product Reporting group (b)]	1-24 sub-loops
		<b>24 hours</b>



**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

	<b>Enhanced Extended Loops-DS1 (EEL-DS1)</b> 1-24 circuits [included in Product Reporting group (b)]	<b>48 hours</b>
	<b>Unbundled Loops w/Facility Check</b> <sup>(NOTES 2, 3)</sup> 1-24 loops 2-Wire Non-Loaded ADSL-Compatible XDSL-I Capable DS1-Capable	<b>72 hours</b>
	<b>For PO-5D:</b> LIS Trunks 1-240 trunk circuits	<b>8 business days</b>
	<b>Notes:</b> 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.	
<b>Availability:</b> Available		

**PO-9 – Timely Jeopardy Notices**

<b>Purpose:</b> When original due dates are missed, measures the extent to which CenturyLink QC notifies customers in advance of jeopardized due dates.	
<b>Description:</b> Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> <li>Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing <a href="#">inward activity</a>.</li> <li>Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and CenturyLink QC Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $\left[ \frac{\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}}{\text{Total number of missed due date orders completed in the reporting period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Orders missed for customer reasons.</li> <li>Records with invalid product codes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>  A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks	<b>Standards:</b> Diagnostic, with retail comparative results also reported as follows:  A Parity with Retail POTS B Parity with Retail POTS  C Parity with Feature Group D (FGD) Services
<b>Availability:</b>  <p style="text-align: center;">Available</p>	<b>Notes:</b>

**OP-3 – Installation Commitments Met****Purpose:**

Evaluates the extent to which CenturyLink QC installs services for Customers by the scheduled due date.

**Description:**

Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing [inward activity](#). Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by CenturyLink QC is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:**

CLEC  
aggregate,  
individual  
CLEC and  
CenturyLink  
QC Retail  
results

**Disaggregation Reporting:** Statewide level.

- Results for product/services listed in Product Reporting under “[MSA-Type Disaggregation](#)” will be reported according to orders involving:
  - OP-3A Dispatches within MSAs;
  - OP-3B Dispatches outside MSAs; and
  - OP-3C No dispatches.
- Results for products/services listed in Product Reporting under “[Zone-type Disaggregation](#)” will be disaggregated according to installations:
  - OP-3D In [Interval Zone 1](#) areas; and
  - OP-3E In [Interval Zone 2](#) areas.

**Formula:**

$$\left[ \frac{\text{(Total Orders completed in the reporting period on or before the Applicable Due Date)}}{\text{(Total Orders Completed in the Reporting Period)}} \right] \times 100$$

**Exclusions:**

- Disconnect, From (another form of disconnect), and Record order types.
- Due dates missed for standard categories of customer and non-CenturyLink QC reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-CenturyLink QC reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or [application dates](#).
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**OP-3 – Installation Commitments Met (continued)**

<b>Product Reporting:</b>		<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>		
• Resale Residential single line service		Parity with retail service
• Sub-Loop Unbundling		90%
<b>Zone-Type Disaggregation -</b>		
• LIS Trunks		Parity with Feature Group D (aggregate)
• Unbundled Loops:		
Analog Loop		90%
2-Wire Non-Loaded Loop		90%
DS1-Capable Loop		Parity with retail DS1 Private Line
xDSL-I Capable Loop		90%
ADSL-Compatible Loop		90%
• Enhanced Extended Loops-DS1 (EEL-DS1)		90%
<b>Availability:</b> Available	<b>Notes:</b>	

**OP-4 – Installation Interval**

<p><b>Purpose:</b> Evaluates the timeliness of CenturyLink QC's installation of services for customers, focusing on the average time to install service.</p>	
<p><b>Description:</b> Measures the average interval (in <a href="#">business days</a>) <sup>NOTE 1</sup> between the <a href="#">application date</a> and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing <a href="#">inward activity</a>.</li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. <sup>NOTE 2</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 2</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average Business Days</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and CenturyLink QC Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be reported according to orders involving:  <ul style="list-style-type: none"> <li>OP-4A      Dispatches within MSAs;</li> <li>OP-4B      Dispatches outside MSAs; and</li> <li>OP-4C      No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations:  <ul style="list-style-type: none"> <li>OP-4D      In <a href="#">Interval Zone 1</a> areas; and</li> <li>OP-4E      In <a href="#">Interval Zone 2</a> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div \text{Total Number of Orders Completed in the reporting period}</math> </p> <p><b>Explanation:</b> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) <sup>NOTE 1</sup> by total number of service orders completed in the reporting period.</p>	

**OP-4 – Installation Interval (continued)**

<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders with customer requested due dates greater than the current standard interval.</li> <li>• Disconnect, From (another form of disconnect), and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></b>	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	6 days
<b><u>Zone-Type Disaggregation -</u></b>	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	6 days
2-Wire Non-Loaded Loop	6 days
DS1-Capable Loop	5.5 days
xDSL-I Capable Loop	6 days
ADSL-Compatible Loop	6 days
• Enhanced Extended Loops-DS1 (EEL-DS1)	6 days
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> </ol>

## OP-5 – New Service Installation Quality

### Purpose:

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of CenturyLink QC's resolution of such conditions with respect to multiple reports.

### Description:

Measures the percentage of inward line service orders that are free of repair trouble reports <sup>NOTE 2</sup> within 30 calendar days of installation completion, subject to exclusions below.

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing [inward activity](#). <sup>NOTE 1</sup>
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.
- Repair trouble reports are defined as CLEC/customer notifications to CenturyLink QC of out-of-service and other service affecting conditions for which CenturyLink QC opens repair tickets in its maintenance and repair management and tracking systems <sup>NOTE 3</sup> that are closed in the reporting period or the following month, <sup>NOTE 4</sup> subject to exclusions shown below. <sup>NOTE 5</sup>
- CenturyLink QC is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in CenturyLink QC's systems.

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.

**Unit of Measure:**  
Percent

**Reporting Comparisons:** CLEC aggregate, individual CLEC and CenturyLink QC Retail results

**Disaggregation Reporting:** Statewide level

### Formula:

(Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

### Exclusions:

- Repair trouble reports attributable to CLEC or coded to non-CenturyLink QC, e.g.: Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, CPE, Customer Instruction, Carrier, Alternate Provider, Reports from other than the CLEC/customer that result in a charge if dispatched, Carrier Action (IEC), Commercial power failure, Customer requested service order activity, and Other non-CenturyLink QC.
- Repair reports coded to disposition codes for referral to another department (i.e., for

**OP- 5 – New Service Installation Quality (continued)**

<p>non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).</p> <ul style="list-style-type: none"> <li>• Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).</li> <li>• Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.</li> <li>• Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.</li> <li>• Records involving official CenturyLink QC company services.</li> <li>• Records missing data essential to the calculation of the measurement as defined herein.</li> </ul>			
<p><b>Product Reporting Categories:</b></p> <ul style="list-style-type: none"> <li>• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.</li> </ul>	<p><b>Standards:</b> Parity with retail service <i>(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)</i></p>		
<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• Resale Residential single line service</li> <li>• Sub-Loop Unbundling</li> <li>• Unbundled Loops:</li> </ul>		<p><b>Standards:</b></p>	
		Parity with retail service	
		Parity with retail DS1 Private Line	
Analog Loop		Parity with retail Res & Bus POTS with dispatch	
2-Wire Non-Loaded Loop		Parity with retail ISDN BRI (designed)	
DS1-Capable Loop		Parity with retail DS1	
xDSL-I Capable Loop		Parity with retail DS1 Private Line	
ADSL-Compatible Loop		Parity with retail ISDN BRI (designed)	
• Enhanced Extended Loops-DS1 (EEL-DS1)		Parity with retail DS1 Private Line	
• LIS Trunks		Parity with Feature Group D (aggregate)	
<p><b>Availability:</b></p> <p>Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.</li> <li>2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.</li> </ol>		



**OP- 5 – New Service Installation Quality (continued)**

	<ol style="list-style-type: none"><li>3. CenturyLink QC's repair management and tracking systems obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries.</li><li>4. The "following month" includes also the period of a few <a href="#"><u>business days</u></a> (typically four or five) afterward, up to the time when CenturyLink QC pulls the repair data to begin processing results for this measurement.</li><li>5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in CenturyLink QC's documented or agreed upon procedures.</li><li>6. Sub-Loop Unbundling standard: When CLEC order volumes of this element exceed 10 per month, CLEC and CenturyLink QC may work together to identify an applicable benchmark.</li></ol>
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**OP-8 – Number Portability Timeliness**

<b>Purpose:</b> Evaluates the timeliness of cutovers of local number portability (LNP).	
<b>Description:</b> OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop. <ul style="list-style-type: none"> <li>All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.</li> </ul> OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable. <ul style="list-style-type: none"> <li>All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than CenturyLink QC-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.</li> <li>For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by CenturyLink QC.</li> <li>“Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of triggers set on time
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100 OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>CLEC-caused delays in trigger setting.</li> <li>LNP requests that do not involve automatic triggers.</li> <li>LNP requests for which the records used as sources of data for these measurements have the following types of errors: <ul style="list-style-type: none"> <li>Records with no PON (purchase order number) or STATE.</li> <li>Records where triggers cannot be set due to switch capabilities.</li> <li>Records with invalid due dates, <a href="#">application dates</a>, or start dates.</li> <li>Records with invalid completion dates.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Invalid start/stop dates/times or invalid frame due or scheduled date/times.</li> </ul> </li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> 95%
<b>Availability:</b> Available	<b>Notes:</b>

**OP-15 – Interval for Pending Orders Delayed Past Due Date****Purpose:**

Evaluates the extent to which CenturyLink QC's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

**Description:**

OP-15A – Measures the average number of [business days](#) that pending orders are delayed beyond the Applicable Due Date for reasons attributed to CenturyLink QC.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by CenturyLink QC has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing [inward activity](#).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. <sup>NOTE 1</sup>
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 1</sup>

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for CenturyLink QC facility reasons.

**Reporting Period:** One month

**Unit of Measure:**

OP-15A – Average Business Days <sup>NOTE 2</sup>

OP-15B – Number of orders pending facilities

**Reporting Comparisons:**

CLEC aggregate, individual CLEC, CenturyLink QC retail

**Disaggregation Reporting:**

Statewide

**Formula:**

OP-15A =  $\frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for CenturyLink QC reasons as of the last day of Reporting Period})}$

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for CenturyLink QC facility reasons

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or [application dates](#).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)**

<b>Product Reporting:</b>	<b>Standards:</b> Diagnostic, with retail comparatives also reported as specified below
• Resale Residential single line service	Diagnostic (Expectation: Parity with retail service)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
2-Wire Non-Loaded Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
DS1-Capable Loop	Diagnostic (Expectation: Parity with retail DS1)
xDSL-I Capable Loop	Diagnostic
ADSL-Compatible Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
• Enhanced Extended Loops-DS1 (EEL-DS1)	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.</li> </ol>

## Maintenance and Repair

### MR-5 – Troubles Cleared within Specified Intervals

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles, as set forth herein) and on the number of such trouble reports cleared within the specified intervals (i.e., 4 or 24 hours).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports for specified services that are cleared within 4 or 24 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports (out of service or all troubles, as specified under product reporting below), closed during the reporting period, which involve a specified service, subject to exclusions specified below.</li> <li>• Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month      <b>Unit of Measure:</b> Percent</p>	
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and CenturyLink QC Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Results for listed products will be disaggregated according to trouble reports:</p> <ul style="list-style-type: none"> <li>MR-5A    Zone-type disaggregation In <a href="#">Interval Zone 1</a> areas</li> <li>MR-5B    Zone-type disaggregation In <a href="#">Interval Zone 2</a> areas</li> <li>MR-5X    For Resale Business and Single Line and SubLoops</li> </ul>
<p><b>Formula:</b> [(Number of Trouble Reports closed in the reporting period that are cleared within interval specified herein) ÷ (Total Trouble Reports closed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-5 – Troubles Cleared within Specified Intervals (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>Zone-Type Disaggregation – All Troubles Cleared within 4 Hours</b>	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops	
DS1-Capable Loop	Parity with retail DS1
2-Wire Non-Loaded Loop	Diagnostic (no retail comparison)
xDSL-I Capable Loop	Diagnostic (no retail comparison)
ADSL-Compatible Loop	Diagnostic (no retail comparison)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
<b>Non-disaggregated Reporting – Out of Service Cleared within 24 Hours</b>	
• Resale Business Single Line Service	Diagnostic (Expectation: parity with retail)
• SubLoops	Diagnostic (Expectation: parity with retail RES and BUS POTS)
<b>Availability:</b> Available	<b>Notes:</b>

**MR-6 – Mean Time to Restore****Purpose:**

Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

**Description:**

Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

**Reporting Period:** One month

**Unit of Measure:** Hours and Minutes

**Reporting Comparisons:**

CLEC aggregate, individual CLEC, and CenturyLink QC Retail results

**Disaggregation Reporting:** Statewide level.

- Results for product/services listed in Product Reporting under “[MSA-Type Disaggregation](#)” will be reported according to trouble reports involving:
 

MR-6A	Dispatches within MSAs;
MR-6B	Dispatches outside MSAs; and
MR-6C	No dispatches.
- Results for products/services listed in Product Reporting under “[Zone-type Disaggregation](#)” will be disaggregated according to trouble reports involving:
 

MR-6D	In <a href="#">Interval Zone 1</a> areas; and
MR-6E	In <a href="#">Interval Zone 2</a> areas.

**Formula:**

$$\Sigma[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})] \div (\text{Total number of Trouble Reports closed in the reporting period})$$
**Exclusions:**

- Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Trouble reports coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to “no access,” as applicable, are excluded from repair time for products/services listed in Product Reporting under “[Zone-type Disaggregation](#).”
- For products listed for MSA-type disaggregation, trouble reports involving a “no access” delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

**MR-6 – Mean Time to Restore (Continued)**

<ul style="list-style-type: none"> <li>Records involving official company services.</li> <li>Records with invalid trouble receipt dates.</li> <li>Records with invalid cleared or closed dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation</b>	
<ul style="list-style-type: none"> <li>Resale Residential single line service</li> </ul>	Parity with retail service
<ul style="list-style-type: none"> <li>Sub-Loop Unbundling</li> </ul>	Parity with Retail RES and BUS POTS NOTE 1
<b>Zone-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>LIS Trunks</li> </ul>	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> <li>Unbundled Loops:</li> </ul>	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
<ul style="list-style-type: none"> <li>Enhanced Extended Loops-DS1 (EEL-DS1)</li> </ul>	Parity with retail DS1 Private Line
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Should the standard repair interval for SubLoops be changed to 4 hours, as applicable to interconnection agreements (ICAs) of all CLECs opted into the CenturyLink QC performance assurance plan (Exhibit K of ICAs), the retail comparative will become "Retail DS1 Private Line."</li> </ol>



**MR-7 – Repair Repeat Report Rate**

<p><b>Purpose:</b> Evaluates the accuracy of repair actions, focusing on the number of <a href="#">repeated trouble reports</a> received for the same line/circuit within a specified period (30 calendar days).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.</li> <li>• In determining same service CenturyLink QC will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.</li> <li>• Includes reports due to CenturyLink QC network or system causes, customer-direct and customer-relayed reports.</li> <li>• The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or “repeat” trouble report is received (i.e., opened).</li> </ul>	
<p><b>Reporting Period:</b> One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and CenturyLink QC Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-7A Dispatches within MSAs;</li> <li>MR-7B Dispatches outside MSAs; and</li> <li>MR-7C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “<a href="#">Zone-type Disaggregation</a>” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-7D In <a href="#">Interval Zone 1</a> areas; and</li> <li>MR-7E In <a href="#">Interval Zone 2</a> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}}{\text{Total number of Trouble Reports Closed in the reporting period}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).</li> </ul>	

**MR-7 – Repair Repeat Report Rate (Continued)**

<ul style="list-style-type: none"> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></b>	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Retail DS1 Private Line
<b><u>Zone-Type Disaggregation -</u></b>	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
<b>Availability:</b> Available	<b>Notes:</b>

**MR-8 – Trouble Rate**

<b>Purpose:</b> Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
<b>Description:</b> Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and CenturyLink QC Retail results	<b>Disaggregation Reporting:</b> Statewide level
<b>Formula:</b> $\left[ \frac{\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}}{\text{Total number of the specified services that are in service in the reporting period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).</li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Parity with Retail DS1 Private Line
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN-BRI
DS1-Capable Loop	Parity with retail DS1 Private Line, except Colorado <sup>NOTE 1</sup>
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN-BRI
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line, except Colorado <sup>NOTE 1</sup>

**MR-8 – Trouble Rate (continued)**

<b>Availability:</b> Available	<b>Notes:</b> 1. <u>In Colorado Only:</u> For DS1-Capable Loops and EEL-DS1s, the following three-tiered standard applies: a. Benchmark of 3% for 3-month rolling average CLEC aggregate result or, if greater than 3%, b. Difference of less than or equal to one percentage point between 3-month rolling average of CLEC aggregate result and corresponding 3-month average Retail comparative result or, if difference is greater than one percentage point, c. Parity in current reported month using DS1 Private Line as retail comparative.
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**MR-9 – Repair Appointments Met**

<b>Purpose:</b> Evaluates the extent to which CenturyLink QC repairs services for Customers by the appointment date and time.	
<b>Description:</b> Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and CenturyLink QC Retail results	<b>Disaggregation Reporting:</b> Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-9A Dispatches within <a href="#">MSAs</a>;</li> <li>MR-9B Dispatches outside MSAs; and</li> <li>MR-9C No dispatches.</li> </ul>
<b>Formula:</b> $\left[ \frac{\text{(Total Trouble Reports Cleared by appointment date and time)}}{\text{(Total Trouble Reports Closed in the Reporting Period)}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).</li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> Resale: Residential single line service	<b>Standard:</b> Diagnostic, with residential single line retail comparative results also reported
<b>Availability:</b> Available	<b>Notes:</b>

## MR-11 – LNP Trouble Reports Cleared within Specified Timeframes

### Purpose:

Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

### Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence out-of-service trouble reports that are cleared within four business hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next [business day](#), that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.
- The “currently-scheduled due date/time” is the original due date/time established by CenturyLink QC in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to CenturyLink QC a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by CenturyLink QC before 8:00 p.m. MT on the due date that CenturyLink QC has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by CenturyLink QC after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date.
- Time measured is from the date and time CenturyLink QC receives the trouble report to the date and time trouble is cleared.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC  
Aggregate and Individual CLEC

**Disaggregation Reporting:** Statewide level  
(all are “non-dispatched”).

### Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100

**MR-11 – LNP Trouble Reports Cleared within Specified Timeframes**

<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports attributed to customer or non-CenturyLink QC reasons.</li> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• Subsequent trouble reports of LNP trouble before the original trouble report is closed.</li> <li>• For MR-11B only: Trouble reports involving a “no access” delay.</li> <li>• Information tickets generated for internal CenturyLink QC system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b> LNP</p>	<p><b>Standards:</b> Diagnostic</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

## Billing

### BI-2 – Invoices Delivered within 10 Days

<b>Purpose:</b> Evaluates the timeliness with which CenturyLink QC delivers industry-standard, electronically-transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
<b>Description:</b> Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none"> <li>Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> Combined CenturyLink QC Retail/CLEC results (Parity by design)	<b>Disaggregation Reporting:</b> State level
<b>Formula:</b> $[(\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}) \div (\text{Total Number of Invoices})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Bills transmitted via paper, magnetic tape, CD-ROM, diskette.</li> <li>Records with missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>UNEs and Resale Residence</li> </ul>	<b>Standard:</b> Diagnostic (Parity by Design)
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>



**BI-3 – Billing Accuracy – Adjustments for Errors**

<b>Purpose:</b> Evaluates the accuracy with which CenturyLink QC bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
<b>Description:</b> Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> <li>Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.</li> <li>“Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs	<b>Disaggregation Reporting:</b> State level
<b>Formula:</b> $\left[ \frac{\sum(\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors})}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>BI-3A - UNEs and Resale – None</li> <li>BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>BI-3A – UNE Loops and Resale Residence</li> <li>BI-3B - Reciprocal Compensation Minutes of Use (MOU)</li> </ul>	<b>Standards:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

**BI-4 – Billing Completeness**

<b>Purpose:</b>	
<ul style="list-style-type: none"> <li>• UNEs and Resale – Evaluates the completeness with which CenturyLink QC reflects non-recurring and recurring charges associated with completed service orders on the bills.</li> <li>• Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which CenturyLink QC reflects the revenue for Local Minutes of Use associated with CLEC local traffic over CenturyLink QC’s network on the bills.</li> </ul>	
<b>Description:</b>	
<p>BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*</p> <p>BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*</p> <p>* Correct bill = next available bill</p>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and CenturyLink QC Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b>	
<p>BI-4A – UNEs and Resale = <math>[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100</math></p> <p>BI-4B – Reciprocal Compensation MOU = <math>[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100</math></p>	
<b>Exclusions:</b> None	
<b>Product Reporting:</b>	<b>Standards:</b> Diagnostic
<ul style="list-style-type: none"> <li>• UNE Loops and Resale Residence</li> <li>• Reciprocal Compensation (MOU)</li> </ul>	
<b>Availability:</b> Available	<b>Notes:</b>

## Database Updates

### DB-1 – Time to Update Databases

<b>Purpose:</b> Evaluates the time required for updates to the databases of LIDB and Directory Builder.	
<b>Description:</b> <ul style="list-style-type: none"> <li>• Measures the average time required to update the databases of LIDB and the directory database updating system.</li> <li>• Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Seconds
<b>Reporting Comparisons:</b> <ul style="list-style-type: none"> <li>• DB-1B-LIDB: Combined results for all CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC updates;</li> <li>• DB-1C-1-Listings: Combined results for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. <sup>NOTE 1</sup></li> </ul>	<b>Disaggregation Reporting:</b> DB-1B: LIDB for CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed– Sub-region applicable to state
<b>Formula:</b> $\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})]}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}$	
<b>Exclusion:</b> Invalid start/stop dates/times.	
<b>Product Reporting:</b> Not applicable (Reported by database type)	<b>Standards:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Because they cannot be separated, results for CenturyLink QC Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined.</li> </ol>

## Network Performance

### NI-1 – Trunk Blocking

<p><b>Purpose:</b> Evaluates factors affecting completion of calls from CenturyLink QC end offices to CLEC end offices, compared with the completion of calls from CenturyLink QC end offices to other CenturyLink QC end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.</p>	
<p><b>Description:</b> Measures the percentage of trunks blocking in interconnection and interoffice final trunks.</p> <ul style="list-style-type: none"> <li>• Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent Blockage</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and CenturyLink QC Interoffice trunk blocking results.</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by:</p> <ul style="list-style-type: none"> <li>NI-1A Interconnection (LIS) trunks to CenturyLink QC tandem offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1B LIS trunks to CenturyLink QC end offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1C LIS trunks to CenturyLink QC tandem offices, without TGSR-related exclusions;</li> <li>NI-1D LIS trunks to other CenturyLink QC end offices, without TGSR-related exclusions.</li> </ul>
<p><b>Formula:</b>  <math display="block">\left\{ \left[ \sum (\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group}) \right] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}) \right\} \times 100</math> </p> <p>Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.</p>	
<p><b>Exclusions:</b> For NI-1A and NI-1B only:</p> <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which: <ul style="list-style-type: none"> <li>• A Trunk Group Service Request (TGSR) <sup>NOTES 1 &amp; 2</sup> or the equivalent (if replaced by another process) has been issued in the reporting period; or</li> <li>• CLECs do not submit, within 20 calendar days of receiving a TGSR or equivalent: <ul style="list-style-type: none"> <li>– Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons <sup>NOTE 3</sup>);</li> <li>– Trouble Reports; or</li> <li>– Notification of traffic re-routing (as described in Note 1 below).</li> </ul> </li> </ul> </li> </ul>	

**NI-1 – Trunk Blocking (Continued)**

For NI-1A, NI-1B, NI-1C, and NI-1D:

- a) Trunk groups, blocking in excess of one percent in the reporting period, for which CenturyLink QC can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - The CLEC placing trunks in a “busy” condition;
- a) Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to CenturyLink QC. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to [lack of facilities](#), and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner <sup>NOTE 4</sup>); or
- b) Isolated incidences of blocking, about which CenturyLink QC provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or CenturyLink QC, and (c) thus, do not require an actionable TGSR.

- Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- CenturyLink QC official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

<b>Product Reporting:</b> LIS Trunks	<b>Standards:</b> Diagnostic, with retail comparative results also reported as specified below for NI-1A and NI-1B: <ul style="list-style-type: none"> <li>• NI-1A: Comparison with CenturyLink QC Interoffice Trunks to tandems</li> <li>• NI-1B: Comparison with CenturyLink QC Interoffice Trunks to end offices</li> </ul>
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<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. CenturyLink QC uses TGSRs (or equivalent, as explained above under “Exclusions”) to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify CenturyLink QC within 20 days that it is initiating a Trouble Report where CenturyLink QC traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify CenturyLink QC that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.</li> <li>2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day</li> </ol>
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**NI-1 – Trunk Blocking (Continued)**

	<p>response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.</p> <ol style="list-style-type: none"><li>3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.<ol style="list-style-type: none"><li>a. CenturyLink QC-initiated due date delays, including supplements made pursuant to CenturyLink QC requests to delay due dates, shall not be counted as CLEC delays in this measurement.</li><li>b. CenturyLink QC-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.</li><li>c. CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a CenturyLink QC-established due date being missed shall not be counted as a CLEC delay in this measurement.</li></ol></li><li>4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.<ol style="list-style-type: none"><li>a. Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.</li><li>b. Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, CenturyLink QC still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts.</li><li>c. This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.</li></ol></li></ol>
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## Collocation

### CP-2 – Collocations Completed within Scheduled Intervals

#### Purpose:

Evaluates the extent to which CenturyLink QC completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

#### Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a [Ready for Service Date \(RFS\) date](#) by CenturyLink QC and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup>
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be

**CP-2 – Collocations Completed within Scheduled Intervals (continued)**

collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations**: 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations**: 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications**: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to CenturyLink QC for collocations in which Major Infrastructure Modifications are required. CenturyLink QC will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.



**CP-2 – Collocations Completed within Scheduled Intervals (continued)**

<ul style="list-style-type: none"> <li>Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.</li> </ul>	
<b>CP-2A</b>	<b>Forecasted Collocations:</b> Measures collocation installations for which CLEC provides a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2B</b>	<b>Non-Forecasted and Late Forecasted Collocations:</b> Measures collocation installations for which CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2C</b>	<b>All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days:</b> Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.
<b>Reporting Period:</b> One month	
<b>Unit of Measure:</b> Percent	
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	
<b>Disaggregation Reporting:</b> Statewide level.	
<b>Formula:</b> (for CP-2A, CP-2B and CP-2C) $[(\text{Count of Collocations for which the RFS is met}) \div (\text{Total Number of Collocations Completed in the Reporting Period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>RFS dates missed for reasons beyond CenturyLink QC's control.</li> <li>Cancelled or expired requests.</li> </ul>	
<b>Product Reporting:</b> None	
<b>Standards:</b> Diagnostic	
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>

## DEFINITIONS OF TERMS

**Application Date (and Time)** – The date (and time) on which CenturyLink QC receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  1. LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  2. Retail orders received after 3:00 PM local time for Designed Services.
  3. LSRs received after 7:00PM MT for Resale Residence, Unbundled Loops, and non-designed, flow-through LNP.
  4. Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

**Bill Date** – The date shown at the top of the bill, representing the date on which CenturyLink QC begins to close the bill.

**Blocking** – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

**Business Day** – Workdays that CenturyLink QC is normally open for business. Business Day = Monday through Friday, excluding weekends and CenturyLink QC published Holidays including New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, and such additional holidays when implemented in all Interconnection Agreements. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

**Cleared Trouble Report** – A trouble report for which the trouble has been cleared, meaning the customer is “back in service”.

**Closed Trouble Report** – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

**Common Transport** – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

**Completion** – The time in the order process when the service has been provisioned and service is available.

**Completion Notice** – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

**Coordinated Customer Conversion** -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

## DEFINITIONS OF TERMS (continued)

**Customer Requested Due Date** – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

**Customer Trouble Reports** – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

**Dedicated Transport** – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

**Delayed Order** – An order which has been completed after the scheduled due date and/or time.

**Directory Listings** – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

**DS-1** – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

**Due Date** – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

**End Office Switch** – A switch from which an end users' exchange services are directly connected and offered.

**Final Trunk Groups** – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

**Firm Order Confirmation (FOC)** – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

**Flow-Through** – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

**Interval Zone 1/Zone 2** – Interval Zone 1 areas are wire centers for which CenturyLink QC specifies shorter standard service intervals than for Interval Zone 2 areas.

**Installation** – The activity performed to activate a service.

**Installation Troubles** – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

**Interconnection Trunks** – A network facility that is used to interconnect two switches generally of different local exchange carriers

**Inward Activity** – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

**Jeopardy** – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

**Jeopardy Notice** – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

**Lack of Facilities** – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

## DEFINITIONS OF TERMS (continued)

**Local Exchange Traffic** – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

**Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability)** – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

**Local Service Request (LSR)** – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

**MSA/Non-MSA** – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. CenturyLink QC depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

**Mechanized Bill** – A bill that is delivered via electronic transmission.

**Plain Old Telephone Service (POTS)** – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

**Projects** – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

**Query Types** – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

**Ready For Service (RFS)** – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC).
- The following items complete, subject to the CLEC having made required payments to CenturyLink QC (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in CLEC's interconnection agreement, and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per CenturyLink QC's published standard installation intervals for such telephone service).

**Ready for Service Date (RFS date)** – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

## DEFINITIONS OF TERMS (continued)

**Reject** – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

**Repeat Report** – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

**Service Group Type** – The designation used to identify a category of similar services, e.g., UNE loops.

**Service Order** – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

**Service Order Type** – The designation used to identify the major types of provisioning activities associated with a local service request.

**Standard Interval** – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the CenturyLink QC Standard Interval Guidelines.

**Subsequent Reports** – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

**Tandem Switch** – Switch used to connect and switch trunk circuits between and among Central Office switches.

**Time to Restore** – The time interval from the receipt, by the ILEC, of a trouble report on a customer’s service to the time service is fully restored to the customer.

**Unbundled Loop** - The Unbundled Loop is a transmission path between a CenturyLink QC Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where CenturyLink QC owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

## GLOSSARY OF ACRONYMS

<b><u>ACRONYM</u></b>	<b><u>DESCRIPTION</u></b>
ADSL	Asymmetric Digital Subscriber Line
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CSR	Customer Service Record
DB	Database
DS1	Digital Service 1
EELS	Enhanced Extended Loops
EXACT	Exchange Access, Control, & Tracking
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between CenturyLink QC central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types – N (new), T (to or transfer), C (change)
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PON	Purchase Order Number
POTS	Plain Old Telephone Service
RFS	Ready for Service (refers to collocation installations)
SOP	A service order processor
TN	Telephone Number
UNE	Unbundled Network Element
XDSL	(X) Digital Subscriber Line. (The “X” prefix refers to DSL generically. An “X” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

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**Date General Information Provided by CenturyLink:** \_\_\_\_\_  
**General Agreement :** \_\_\_\_\_  
**BAN Number(must be assigned before processing):** \_\_\_\_\_

### **REVISED CENTURYLINK RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01**

1. **PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC’s facilities (“Facilities”) to Qwest Corporation dba CenturyLink QC’s (“CenturyLink”) Poles, to place Facilities on or within CenturyLink’s Innerduct (collectively “Poles/Innerduct”) and to obtain access to CenturyLink’s private right of way (“ROW”), to the extent CenturyLink has the right to grant such access. This General Information is necessary to determine if CenturyLink can meet the needs of the CLEC’s request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to “Poles/Innerduct”.

2. **PROCESS.** The CenturyLink process is designed to provide the CLEC the information so as to assist CLEC and CenturyLink to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover CenturyLink’s expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC’s Request. Be sure a BAN number is assigned by the CenturyLink Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: [wsst@centurylink.com](mailto:wsst@centurylink.com). Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to [wsst@centurylink.com](mailto:wsst@centurylink.com) while the fee must be sent to the CenturyLink CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: CenturyLink central offices, streets, cities, states, lakes, rivers, mountains, etc. CenturyLink reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

CenturyLink will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, CenturyLink will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of CenturyLink facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

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In the case of ROW, CenturyLink will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in CenturyLink's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not CenturyLink has a copy of the ROW agreement in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, CenturyLink will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of the agreement between CenturyLink and the owner of a specific multi-dwelling unit that grants CenturyLink access to the multi-dwelling unit in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

CenturyLink will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that CenturyLink provides to CLEC.

If there is no other effective agreement (i.e., an Interconnection Agreement) between CLEC and CenturyLink concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, CenturyLink will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal CenturyLink right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to [wstt@centurylink.com](mailto:wstt@centurylink.com) while the appropriate fees should be sent to the CenturyLink -CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by CenturyLink.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, CenturyLink will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and CenturyLink has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If CenturyLink does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached.

Although CenturyLink will provide the identity of the original grantor of the ROW, as reflected in CenturyLink's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If



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CenturyLink does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide CenturyLink with a copy of the properly executed and acknowledged Access Agreement.

CenturyLink is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. In the event that CenturyLink believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between CenturyLink and CLEC.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, CenturyLink will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, CenturyLink will assign the CLEC's requested space; CenturyLink will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. CenturyLink will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to [wsst@centurylink.com](mailto:wsst@centurylink.com) while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by CenturyLink concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". CenturyLink will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a CenturyLink -approved contractor to complete the construction provided a CenturyLink inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. CenturyLink agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by CenturyLink. CenturyLink provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by CenturyLink in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if

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such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If CenturyLink denies access, CenturyLink shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by CenturyLink in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to CenturyLink's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

### 3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

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### ATTACHMENT 1. A Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement \_\_\_\_\_

BAN Number (one for each route must be assigned before processing): \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Date Replied to CLEC: \_\_\_\_\_

CLEC Name \_\_\_\_\_ Contact name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

State and city of inquiry: \_\_\_\_\_

**Poles/Innerduct Permit Database Search Costs Quotation  
(One Mile Minimum)**

	<u>Costs</u>	<u>Est. Miles</u>	<u>Total</u>
1. Pole Inquiry Fee (see attached pricing chart) X _____	=		\$ _____
2. Innerduct Inquiry Fee (see attached pricing chart) X _____	=		\$ _____
3. ROW Records Inquiry (see attached pricing chart) X _____	=		\$ _____
4. Estimated Interval for Completion of Items 1, 2 or 3: <u>10</u>		Days	
5. Additional requirements of CLEC: _____			

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in CenturyLink's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the CenturyLink Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires CenturyLink to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink offers such Poles/Innerduct. Quotes expire in 30 days.

	Qwest Corporation dba CenturyLink QC
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

This signed form (original) must be sent to: **Manager, CenturyLink CLEC Joint Use, West Mineral Ave NM M30.13 Littleton, CO 80120 303-707-3165** together with payment for the Inquiry amount which may be remitted in the form of a check payable to 'CenturyLink', or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-application via the EFT process.

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A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:  
**CenturyLink Service Representative at: [wholesale.servicessupportteam@centurylink.com](mailto:wholesale.servicessupportteam@centurylink.com)** .  
**Put "Agree" on signature line.**

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### ATTACHMENT 1.B

General Agreement \_\_\_\_\_  
 BAN Number: \_\_\_\_\_

#### Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: \_\_\_\_\_ Date Replied to CLEC: \_\_\_\_\_

**\*\*NOTE: THIS ATTACHMENT WILL BE COMPLETED BY CENTURYLINK AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.\*\***

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$_____
2. Innerduct Field Verification Fee	_____	_____	\$_____
3. Preparation of private ROW documents	_____	_____	\$_____
4. Access Agreement Prep. and Consideration\$10/ Access Agreement	_____	_____	\$_____
5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days			
Comments: _____			
_____			
_____			

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires CenturyLink to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

	Qwest Corporation dba CenturyLink QC
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

The original signed form must be sent to:  
**Manager, CenturyLink CLEC Joint Use, West Mineral Ave NM M30.13 Littleton, CO 80120 303-707-3165**  
 together with payment for the Verification amount which may be remitted in the form of a check payable to CenturyLink, or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-

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application via the EFT process. An email copy of this form must be sent to:  
[wholesale.servicessupportteam@centurylink.com](mailto:wholesale.servicessupportteam@centurylink.com) with "Agree" on the signature line.

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**ATTACHMENT 2  
Poles/Innerduct Order**

General Agreement \_\_\_\_\_  
BAN Number: \_\_\_\_\_

**\*\*NOTE: THIS FORM WILL BE COMPLETED BY CENTURYLINK AND SENT TO CLEC FOR SIGNATURE\*\***

Make-ready Work required: Yes (        ) No (        )                      Date Received \_\_\_\_\_ If  
Yes is checked, estimated Make-ready costs: \$ .

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - \_\_\_\_\_.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

- a. provide CenturyLink representative, a final design of splice, racking and slack locations in CenturyLink utility holes.
- b. tag all equipment located in/on CenturyLink's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	<u>Annual Charge</u>	<u>Quantity</u>	<u>Total Annual Charge</u>
1. Pole Attachment, Per Pole	\$ _____ /	_____	\$ _____
2, Innerduct Occupancy, Per Foot	\$ _____	_____	\$ _____
3. Request conf. call for Construction?	_____ YES _____ NO		

Please check YES if construction by CenturyLink is needed for access to CenturyLink manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO \_\_\_\_\_ (    /DAY \*    DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER \_\_\_\_\_

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires CenturyLink to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which CenturyLink offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form to: **Manager, CenturyLink CLEC Joint Use Supervisor, West Mineral Ave NM M30.13 Littleton, CO 80120 303-707-3165** together with payment for the Occupancy amount which may be remitted in the form of a check payable to CenturyLink, or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-application via the EFT process. Send a copy to:  
[wholesale.servicessupportteam@centurylink.com](mailto:wholesale.servicessupportteam@centurylink.com).

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		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date



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## ATTACHMENT 3

General Agreement: \_\_\_\_\_

**CENTURYLINK RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT  
OCCUPANCY  
GENERAL TERMS AND CONDITIONS**

This is an Agreement between \_\_\_\_\_ (“CLEC”) and Qwest Corporation dba CenturyLink QC (“CenturyLink”), for one or more Orders for the CLEC to obtain access to CenturyLink’s Right-of-Way (“ROW”) and/or to install/attach and maintain their communications facilities (“Facilities”) to CenturyLink’s Poles and/or placement of Facilities on or within CenturyLink’s Innerduct (collectively “Poles/Innerduct”) described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly “Order” or collectively, “Orders”). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and CenturyLink concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

**1. SCOPE.**

- 1.1 Subject to the provisions of this Agreement, CenturyLink agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by CenturyLink, and/or (b) access to CenturyLink’s ROW to the extent that (i) such ROW exists, and (ii) CenturyLink has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to CenturyLink or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC’s use.
- 1.3 CenturyLink agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

**2. TERM.** Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to CenturyLink. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

**3. TERMINATION WITHOUT CAUSE.**

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

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- 3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3 If CenturyLink terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause CenturyLink to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's Facilities are physically removed.
- 3.5 CenturyLink may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from CenturyLink, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

### 4. CHARGES AND BILLING.

- 4.1. CLEC agrees to pay CenturyLink Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.
- 4.2. CenturyLink has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

### 5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises

## Exhibit D

operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

- 5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4 CenturyLink may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by CenturyLink shall be borne by CenturyLink, and the CLEC shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s). CenturyLink shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.
- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by CenturyLink. The CLEC shall forward to CenturyLink, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) CenturyLink is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify CenturyLink.
- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name CenturyLink and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the CenturyLink and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

## Exhibit D

- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

### 6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

- 6.1 CenturyLink retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a CenturyLink spare conduit include the placement of innerduct, CenturyLink retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event CenturyLink determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.
- 6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and CenturyLink does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide CenturyLink with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.
- 6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. CenturyLink's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate CenturyLink premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to CenturyLink upon written request. CLEC shall within thirty (30) days comply and provide the requested information to CenturyLink to bring their facilities into compliance with these terms and conditions.
- 6.4. In the event of any service outage affecting both CenturyLink and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

## Exhibit D

6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

### 7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If CLEC requests CenturyLink to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and CenturyLink determines in its sole discretion to provide the requested capacity, the CLEC shall pay CenturyLink the total replacement cost, CenturyLink's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in CenturyLink. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of CenturyLink shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from CenturyLink requesting such rearrangement, CenturyLink may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. **INSPECTION OF FACILITIES.** CenturyLink reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse CenturyLink for the cost of such inspections except as specified in Section 8 hereof.

8.1. CLEC shall provide written notice to CenturyLink, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to CenturyLink within five (5) business days of the date(s) of the occupancy.

8.3. CenturyLink shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by CenturyLink has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from CenturyLink. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless CenturyLink has provided CLEC a written extension to comply. CLEC shall remove its

## Exhibit D

facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, CenturyLink shall perform such corrections and CLEC shall pay CenturyLink the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by CenturyLink.

- 8.5. Once the CLECs facilities occupy CenturyLink Poles/Innerduct system and Exhibit A has been received by CenturyLink, CenturyLink may perform periodic inspections. The cost of such inspections shall be borne by CenturyLink, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse CenturyLink for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany CenturyLink on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. CenturyLink shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon CenturyLink, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

### 9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, CenturyLink, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from CenturyLink of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by CenturyLink within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, CenturyLink may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.
- 9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.
- 9.3. No act or failure to act by CenturyLink with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by CenturyLink of any of its rights of privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should CenturyLink, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise),

## Exhibit D

CenturyLink will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink. If payment is not received by CenturyLink within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and CenturyLink may dispose of said facilities as it determines to be appropriate. If CenturyLink must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to CenturyLink for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising CenturyLink as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

- 11. INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless CenturyLink, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of CenturyLink, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the CenturyLink or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both CenturyLink and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if CenturyLink desires. CenturyLink shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the CenturyLink for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

- 11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST CENTURYLINK BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.**

## Exhibit D

- 11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.
- 11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF CENTURYLINK BUT SHALL EXTEND TO THE NEGLIGENCE OF CENTURYLINK WHEN CONCURRENT WITH THAT OF THE CLEC.
- 11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

## 12. **FORCE MAJEURE**

- 12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.
- 12.2 If such contingency occurs, CenturyLink may elect:
- 12.2.1 To terminate this Agreement as to the Order in question; or
- 12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
- 12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 CenturyLink shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by CenturyLink after the contingency occurs. With respect to CenturyLink's election of Section 12.2.3 above:
- 12.3.1 **CenturyLink** shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.



## Exhibit D

12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at CenturyLink's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 CenturyLink shall be excused from its performance if prevented by acts or events beyond the CenturyLink's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

### 13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to CenturyLink's pole pursuant to the terms thereof. The CLEC acknowledges that CenturyLink will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

## Exhibit D

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
16. **GENERAL PROVISIONS.**
  - 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
  - 16.2 This Agreement shall not be assignable by CLEC without the express written consent of CenturyLink, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain CenturyLink's consent in any event.
  - 16.3 This Agreement benefits CLEC and CenturyLink. There are no third party beneficiaries.
  - 16.4 This Agreement constitutes the entire understanding between CLEC and CenturyLink with respect to Service provided herein and supersedes any prior agreements or understandings.

### Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC

Qwest Corporation dba CenturyLink QC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

PRODUCT MANAGER  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<p>Address for Notices</p>     <p>Contact: Phone: FAX:</p>	<p>Address for Notices</p> <p>Qwest Corporation dba CenturyLink QC 1801 California, Rm. 2330 Denver, CO 80202</p> <p>Contact: Manager Phone: <a href="tel:303-896-5432">303-896-5432</a> FAX: <a href="tel:303-896-9022">303-896-9022</a></p>
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### Exhibit D

EXHIBIT A

#### PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

\_\_\_\_\_ 20\_\_

Send to:

Manager, Qwest Corp dba CenturyLink QC  
700 W Mineral, Rm IAF12  
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. \_\_\_\_\_ granted to us under the terms of the Innerduct Agreement dated \_\_\_\_\_, 20\_\_ we have completed installation of the following cable into the following ducts.

Municipality

Location		Cable and Equipment Installed
From Manhole at	To Manhole at	

\_\_\_\_\_  
Name of CLEC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Receipt of the above report is hereby acknowledged \_\_\_\_\_, 20\_\_.

Qwest Corporation dba CenturyLink QC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit \_\_\_\_, unless a change has been previously authorized in writing by Licensor.

### Exhibit D

EXHIBIT B

CLEC: \_\_\_\_\_

#### NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:  
Manager, Qwest Corp dba CenturyLink QC  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated \_\_\_\_\_, 20\_\_\_\_) effective \_\_\_\_\_.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

\_\_\_\_\_  
Name of Licensor

\_\_\_\_\_  
Name of Co- Provider

\_\_\_\_\_  
Date Notification Received

By \_\_\_\_\_

\_\_\_\_\_  
Date Modification Accepted

Title \_\_\_\_\_

By \_\_\_\_\_  
Discontinued:

Total duct footage \_\_\_\_\_

### Exhibit D

EXHIBIT C

#### NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT ORDER BY CLEC

CLEC: \_\_\_\_\_

Return to:  
Manager, Qwest Corp dba CenturyLink QC  
 700 W Mineral, Rm IAF12  
 Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between CenturyLink and CLEC, dated \_\_, 20\_\_, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to CenturyLink, dated \_\_\_\_\_, 20\_\_) effective \_\_\_\_\_.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received \_\_\_\_\_

Date Modification Received \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name of CLEC

Discontinued:

Poles \_\_\_\_\_

Anchors \_\_\_\_\_

By: \_\_\_\_\_

Anchor/Guy Strands \_\_\_\_\_ Its: \_\_\_\_\_

Exhibit D

ATTACHMENT 4  
FORM OF ACCESS AGREEMENT

After recording, please return to:

Manager  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **CENTURYLINK CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

**RECITALS**

- A. This Agreement relates to certain real property (the "Property") located in the County of \_\_\_\_\_ (the "County"), State of \_\_\_\_\_ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

## Exhibit D

with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a \_\_\_\_\_, duly formed and validly existing under the laws of the State of \_\_\_\_\_. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.



## Exhibit D

### 5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate

## Exhibit D

this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Exhibit D

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

*[Signature pages follow]*

Exhibit D

**EXECUTED** as of the date first written above.

**GRANTOR:**

Witnessed by: \_\_\_\_\_

QWEST CORPORATION dba CENTURYLINK QC, a Colorado corporation, successor in interest to U S WEST COMMUNICATIONS, INC., a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

) ss:

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of QWEST CORPORATION dba CENTURYLINK QC, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

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

My Commission Expires: \_\_\_\_\_

Exhibit D

**EXECUTED** as of the date first written above.

**GRANTEE:**

Witnessed by: \_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

(SEAL)

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

My Commission Expires: \_\_\_\_\_

## Exhibit D

### **EXHIBIT 1**

#### **Right of Way Agreement**

(This represents the ROW agreement between the Co-Provider and the property owner)

## **Exhibits C – J**

**EXHIBIT C      Intentionally Left Blank**

**EXHIBIT D      Intentionally Left Blank**

**EXHIBIT E      Intentionally Left Blank**

**EXHIBIT F      Intentionally Left Blank**

**EXHIBIT G      Intentionally Left Blank**

**EXHIBIT H      Intentionally Left Blank**

**EXHIBIT I      Intentionally Left Blank**

**EXHIBIT J      Intentionally Left Blank**

## **EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN**

### **1.0 Introduction**

1.1 As set forth in this Agreement, Qwest Corporation dba CenturyLink QC (“CenturyLink QC”) and CLEC voluntarily agree to the terms of the following Performance Assurance Plan (“PAP” or “Plan”), prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region, interLATA service and as subsequently modified in accordance with the orders issued by the state commission (“Commission”) with statutory authority over telecommunications.

### **2.0 Plan Structure**

2.1 The PAP is a remedy payment and performance-monitoring plan. CenturyLink QC shall be subject to self-executing payments to CLEC for submeasurements, that are designated as “payment eligible” in Section 3.0 and that have parity or benchmark standards, as identified in Interconnection Agreement Exhibit B (Performance Indicator Definitions or “PIDs”), which generate payments (described in Sections 7.0 and 8.0). For measurements and submeasurements (PIDs) that are designated as “diagnostic” in Section 3.0, CenturyLink QC will report their performance results for monitoring purposes.

### **3.0 Performance Measurements**

3.1 Payment-Eligible PIDs and Submeasurements. The performance measurements and submeasurements that are eligible to trigger payments under the PAP and are thus subject to the PAP payment mechanisms are the following:

#### **3.1.1 Payment-Eligible PIDs:**

- PO-5 Firm Order Confirmations (FOCs) on Time
- OP-3 Installation Commitments Met
- OP-4 Installation Interval
- OP-5 New Service Installation Quality
- OP-8 Number Portability Timeliness
- MR-5 All Troubles Cleared w/in 4 Hours
- MR-6 Mean Time to Restore
- MR-7 Repair Repeat Report Rate
- MR-8 Trouble Rate

#### **3.1.2 Payment-Eligible Submeasurements (Products or Services):**

- EEL DS1
- LIS Trunks
- 2-Wire Non-Loaded Loops
- Analog Loops
- DS1 Loops
- Sub-Loops



## **EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN**

- xDSL Loops
- ADSL Loops
- Residential Resale
- LNP

3.2 Performance Standards. There are two types of standards, “parity” and “benchmark.”

3.2.1 Parity standards apply statistical and other related calculations defined in Sections 4.0 through 8.0 to determine whether reported performance results meet parity standards or trigger payments.

3.2.2 Benchmark standards do not apply statistical methodologies, but instead apply a “stare and compare” approach and other calculations defined in Sections 4.0 through 8.0 to determine whether the reported performance results meet benchmarks or trigger payments.

3.2.3 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any benchmark or non-interval parity performance sub-measure, CenturyLink QC shall apply one allowable miss to a sub-measure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

3.3 Diagnostic PIDs.

- GA-1 Gateway Availability – LSR (includes former GA-8)
- GA-3 Gateway Availability – Repair (includes former GA-6)
- GA-4 Gateway Availability – ASR
- GA-7 Timely Outage Resolution – Software
- PO-1 Pre-Order / Order Response Times
- PO-2 Electronic Flow Through
- PO-3 LSR Rejection Notice Interval
- PO-9 Timely Jeopardy Notices
- OP-15 Interval for Orders Delayed Past Due Date
- MR-11 LNP Trouble Reports Cleared
- MR-9 Repair Appointments Met
- BI-2 Invoices Delivered within 10 days
- BI-3 Billing Accuracy – Adjustments for Errors
- BI-4 Billing Completeness
- DB-1b Time to Update Databases – LIDB
- DB-1c Time to Update Databases – Listings
- NI-1 Trunk Blocking

**EXHIBIT K – Redesigned PAP**  
**CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

- CP-2 Collocations Completed

## EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

### 4.0 Statistical Methodology

4.1 For all submeasurements with benchmark standards (“benchmark submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing performance levels reported for submeasurements against benchmarks established in the PIDs on a “stare-and-compare” basis (i.e., with no additional statistical methodology applied).

4.2 For all submeasurements with parity standards (“parity submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing statistical z-scores associated with performance levels reported for submeasurements against statistical critical values as defined in Section 5.0. The calculation of z-scores will be based on a statistical test, called the “modified z-test,” as defined in Section 4.4 below, to determine whether a parity condition exists between the results for CenturyLink QC and for CLEC.

4.3 For the purpose of this Section, the CenturyLink QC results will be the CenturyLink QC monthly retail results as specified in the PIDs.

4.4 The modified z-test shall be applicable if the CLEC sample size is greater than 30 for a given submeasurement. The formula for determining parity using the z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{CenturyLink QC}} - M_{\text{CLEC}}$$

$$M_{\text{CenturyLink QC}} = \text{CenturyLink QC average or proportion}$$

$$M_{\text{CLEC}} = \text{CLEC average or proportion}$$

$$\sigma_{\text{DIFF}} = \text{square root} [\sigma^2_{\text{CenturyLink QC}} (1/n_{\text{CLEC}} + 1/n_{\text{CenturyLink QC}})]$$

$$\sigma^2_{\text{CenturyLink QC}} = \text{Calculated variance for CenturyLink QC}$$

$$n_{\text{CenturyLink QC}} = \text{number of observations or samples used in CenturyLink QC submeasurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC submeasurement}$$

In calculating the difference between CenturyLink QC and CLEC performance, the above formula applies when a larger CenturyLink QC value indicates a better level of performance. In cases where a smaller CenturyLink QC value indicates a higher level of

**EXHIBIT K – Redesigned PAP  
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

performance, the order is reversed, *i.e.*,  $M_{CLEC} - M_{CenturyLink\ QC}$ .

## EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

4.5 For parity submeasurements for which the number of data points is less than or equal to 30, CenturyLink QC will apply a permutation test to determine statistical significance. For such parity submeasurements reported as percentages, where the number of data points is less than or equal to 30, CenturyLink QC will apply an exact proportions test (a form of permutation testing that applies to metrics reported as percentages).

The permutation test for metrics reported as intervals will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the z statistic for the actual arrangement of the data.
- Pool and mix the CLEC and CenturyLink QC data sets.
- Perform the following 1000 times:
  - Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{\text{CLEC}}$ ) and one reflecting the remaining data points, which is equal to the size of the original CenturyLink QC data set or  $n_{\text{CenturyLink QC}}$ .
  - Compute and store the z-test score ( $Z_S$ ) for this sample.
- Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.
- Compute the fraction (p-value) of permutations for which the z statistic for the rearranged data is greater than the z statistic for the actual samples.

The exact proportions permutation test for metrics reported as percentages will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the combined (CLEC and Retail) percentage result for the metric.
- Identify the possible configurations of Retail metric results and CLEC metric results that could exist in the actual data and yield more extreme differences between CLEC and Retail results, while still yielding the same combined CLEC-Retail result.
- For each such configuration of results that yields a more extreme difference than seen in the actual reported results, calculate the probability of observing that more-extreme result, given the actual combined result.
- Calculate the sum of the probabilities of the more-extreme data configurations. This sum constitutes the p-value that represents the total probability of observing a more extreme difference between CLEC and Retail results than seen in the actual data.

If the resulting p-value is greater than  $\alpha$  (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05, except as specified elsewhere herein. For individual month testing for performance measurements involving LIS trunks and DS-1s that are Unbundled Loops (performance measurements:

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CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

OP-3D/E, OP-4D/E, OP-5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10,

## EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

alpha = 0 .15. When submeasurements disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

### 5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value for any submeasurements when the CLEC sample size is greater than 30. It is based on the monthly business volume of the CLEC for the particular performance submeasurements for which statistical testing is being performed.

**TABLE 1: CRITICAL Z-VALUE**

CLEC volume (Sample size)	Critical Z-Value
31-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

5.2 When the CLEC sample size is greater than 30, CenturyLink QC’s performance to a CLEC for a relevant parity submeasurement will be considered to be “in parity” in a month when the z-score calculated pursuant to Section 4.4 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1, except as allowed in Section 3.2.3.

### 6.0 Non-Conformance Definitions and Payment

6.1 Each month’s reported performance results for payment-eligible submeasurements will be evaluated to determine whether established standards (benchmark or parity) have not been met.

6.2 Based on the evaluation completed pursuant to Section 6.1 above for the current and prior two months, levels of non-conformance will be determined according to the following definitions, for a given submeasurement:

- **Level 3** Non-Conformance exists for any month in which CenturyLink QC fails to meet the established standard to the extent defined for a Level 3 non-conformance in Section 6.3, Table 2, below.
- **Level 2** Non-Conformance exists for any month, in which a Level 3 non-conformance is not found, that fails to meet the established standard for two consecutive months, each to the extent defined for Level 2 in Section 6.3, Table 2, below.
- **Level 1** Non-Conformance exists for any month, in which a Level 2 or Level 3 non-conformance is not found, that fails to meet the established standard for

## EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

three or more consecutive months, each to the extent defined for Level 1 or Level 2 in Section 6.3, Table 2, below.

6.3 Levels 1, 2, and 3 non-conformance are determined according to the difference (“D<sub>P</sub>” or “D<sub>B</sub>”, as defined in Table 2 and as calculated in 6.3.1 below) between the reported submeasurement performance level provided to CLEC and the established standard.

**TABLE 2**

<b>PARITY STANDARDS</b>	
<b>Difference from Standard</b>	<b>Level</b>
$0 <  D_P  < 0.5$	Level 1
$0.5 \leq  D_P  < 2$	Level 2
$ D_P  \geq 2$	Level 3
<b>BENCHMARKS as PROPORTIONS</b>	
<b>Difference from Standard</b>	<b>Level</b>
$0 < D_B < 5$	Level 1
$5 \leq D_B < 15$	Level 2
$D_B \geq 15$	Level 3
<b>BENCHMARKS as MEANS or AVERAGES</b>	
<b>Difference from Standard</b>	<b>Level</b>
$0 < D_B < 25$	Level 1
$25 \leq D_B < 50$	Level 2
$D_B \geq 50$	Level 3

6.3.1 The difference, “D<sub>P</sub>” or “D<sub>B</sub>,” is calculated as follows for a given submeasurement:

For PIDs with Parity Standards, and given  $Z^T$  (the z-score as calculated per Section 4.0):

$$D_P = \frac{R - C}{S}$$

where **R** is CenturyLink QC’s performance level (mean, proportion, or rate) provided for the retail comparative product or service; **C** is CenturyLink QC’s performance level delivered to CLEC; and **S** is the calculated statistical standard deviation corresponding to  $Z^T$  calculated for this comparison (and **S** is the same as “ $\sigma_{\text{CenturyLink QC}}$ ,” as found in Section 4.4 above). Thus, D<sub>P</sub>



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**CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

reflects the difference between CenturyLink QC and CLEC performance

## EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN

levels, in terms of the number of standard deviations (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

This calculation assumes that higher values of *R* and *C* mean better service (“higher is better”). For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, where higher is better, the numerator should be positive when the performance delivered to CLEC is worse than the performance provided for the retail comparative.

For PIDs with Benchmark Standards:

$$D_B = \frac{C - B}{B}$$

where *C* is CenturyLink QC’s performance level (mean, proportion, or rate) delivered to CLEC, and *B* is the benchmark value established for the submeasurement in the PIDs.

This calculation assumes that higher values of *C* and *B* mean better service. For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, the numerator should be positive when the performance levels delivered to CLEC are worse than the benchmark. Thus, *D<sub>B</sub>* reflects the difference between CenturyLink QC and CLEC performance levels, in terms of the number of benchmark increments (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

6.3.2 The allowances set forth in Section 3.2.3 shall apply, such that submeasurements that qualify for those allowances shall be considered to be conforming to PAP and PID standards.

6.4 Payments to CLEC are triggered only when the reported submeasurement performance level for the month being evaluated has failed to meet its established benchmark or parity standard and is non-conforming at one of the three levels defined in Section 6.2 above. The calculation methodology for payments thus triggered is set forth in Section 7.0 below.

6.5 For all parity submeasurements with sample sizes less than or equal to 30, CenturyLink QC shall calculate and report payments based upon the permutation test or the exact proportions test as set out in Section 4.5.

**EXHIBIT K – Redesigned PAP  
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

## **EXHIBIT K – Redesigned PAP CENTURYLINK QC’s PERFORMANCE ASSURANCE PLAN**

6.6 CenturyLink QC’s performance to a CLEC for a given submeasurement will be considered to be conforming with PAP and PID standards in any month where the CLEC performance result is “better” than or equal to the benchmark or retail comparative performance result as defined in Sections 6.1, after applying allowances, if any, under 3.2.3.

6.7 Where the CLEC performance is “worse” than the retail comparative performance result, parity submeasurements shall rely on the statistical methodology set forth in Sections 4.0 and 5.0 of this Plan, to determine whether the comparison of CLEC and retail comparative constitutes statistical parity.

### **7.0 Calculation of Payments to CLEC**

7.1 Payments to CLEC under the PAP are to be made on a per-occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which CenturyLink QC is required to make payments to CLEC.

For percentage submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of (CLEC result – standard result)  
multiplied by CLEC volume.

For interval submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result – standard result)  
divided by the standard result), which is then multiplied by CLEC volume.

7.1.1 Standard Result Applicable from January 1, 2014 forward:

7.1.1.1 For a benchmark submeasurement, the “standard result” used in the above formulas is the benchmark set forth in the PIDs.

7.1.1.2 For a parity submeasurement, the “standard result” is a calculation of the performance result (average, mean, or percentage, as applicable) that would yield the critical value set forth in Section 5.0.

7.1.2 Standard Result Applicable from July 1, 2013 through December 31, 2013 (*after which this section 7.1.2 expires and may be removed from PAP*): For the above formulas, for payment-eligible parity submeasurements, the “standard result” used in the above formulas is the average of the prior six months’ retail performance adjusted by the relevant variance factor in Appendix A, Section A-6.1, Table A-2. For submeasurements with a benchmark, the standard is the benchmark.

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7.2 For interval submeasurements, the number of occurrences shall not exceed the CLEC volume for the particular submeasurement.

7.3 If CenturyLink QC’s performance levels delivered to CLEC falls into one of the non-conformance levels defined in Section 6.0 for a payment-eligible submeasurement, CenturyLink QC shall make a per occurrence payment to CLEC as specified in Table 3 below, subject to further modification by escalation payment increments as set forth in Section 8.0. That payment shall be calculated according to the following formula:

Payment = (Applicable per-occurrence payment amount from Table 3 or from Table 4 if applicable) x (number of CLEC Occurrences)

**TABLE 3: BASE PER OCCURRENCE PAYMENT INCREMENTS**

Non-Conformance Level	Per-Occurrence Payment Increments	
	Colorado & Minnesota	Other States
Level 1	\$225.00	\$150.00
Level 2	\$337.50	\$225.00
Level 3	\$450.00	\$300.00

### 8.0 Calculation of Escalation Payments

8.1 CenturyLink QC’s non-conforming performance for payment-eligible submeasurements shall be subject to escalating per occurrence payments pursuant to Table 4 below.

8.2 Payments for continuous months of non-conforming performance (as defined in Section 6.0) for a particular submeasurement will be made on a per occurrence basis (as defined in Section 7.0) using the dollar amounts specified in Table 4. The dollar amounts escalate depending upon the number of consecutive months for which CenturyLink QC has had non-conforming performance. The dollar amounts specified in Table 4 indicate the total amounts applicable per occurrence for each month with the base or “Month 1” per-occurrence payment increments being those specified in Table 3 of Section 7.0. Payment escalation is capped at Month 12, such that, for continuing non-conformance in Months 13 and beyond, consecutively, the payment amount remains at the level that would apply for Month 12 in accordance with Table 4.

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8.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if CenturyLink QC has four consecutive months at *any* of the three non-conformance levels, it will make payments that escalate from Month 1 to Month 4 as shown in Table 4. If, in the next month (Month 5), service meets the standard, CenturyLink QC makes no payment. A payment “indicator” de-escalates down from Month 4 to Month 3. If CenturyLink QC service is non-conforming in the following month (Month 6), it will make payment at the Month 3 level of Table 4, because that is where the payment “indicator” moved in Month 5. If CenturyLink QC misses again the following month (Month 7), it will make payments at the Month 4 level. If CenturyLink QC’s performance then meets the applicable standard for Months 8, 9 and 10, the payment level will de-escalate to the Month 1 level. The non-conformance level of the current month’s performance, coupled with the escalation month number, determines the payment increment to be used from Table 4.

**TABLE 4: PER-OCCURRENCE PAYMENTS TO CLEC--WITH ESCALATION**

Per Occurrence Measurement Group	Consecutive Months of Non-conforming Performance at Any Level				
	Month 1	Month 2	Month 3	Month 4	Each following month after Month 4 add
<b>Colorado and Minnesota</b>					
Level 1	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
Level 2	\$337.50	\$362.50	\$612.50	\$712.50	\$100.00
Level 3	\$450.00	\$475.00	\$725.00	\$825.00	\$100.00
<b>Other States</b>					
Level 1	\$150.00	\$175.00	\$350.00	\$450.00	\$100.00
Level 2	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
Level 3	\$300.00	\$325.00	\$650.00	\$750.00	\$100.00

8.3 All of the payments (100%) shall be made only to those CLECs that have opted into the PAP.

**9.0 The Special Fund *[Applicable only in Colorado, Iowa, and Wyoming, which have a PAP Special Fund]***

9.1 Earlier instances of the PAP established the Special Fund, which contained payments generated by the former Tier 2 provisions of the PAP. CenturyLink QC shall keep the remaining balance of Special Fund moneys in an interest-accruing bank account.

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9.2 Potential uses for this fund include: paying a technical advisor for the Commission’s PAP Revision process; and, if the Commission so decides, paying for additional audits of CenturyLink QC’s performance measurement and reporting, and paying other administrative expenses.

9.3 Upon implementation of the PAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit CenturyLink QC directly.

### **10.0 Cap on Total Annual Payments**

10.1 There shall be an annual cap on payments for performance under the PAP as follows:

- Arizona \$67 million
- Colorado \$100 million
- Idaho \$40 million
- Iowa \$36 million
- Minnesota \$100 million
- Montana \$22 million
- Nebraska \$25 million
- New Mexico \$39 million
- North Dakota \$13 million
- South Dakota \$10 million
- Utah \$52 million
- Oregon \$48 million
- Washington \$79 million
- Wyoming \$18 million

10.2 The following shall not count toward the annual cap: any penalties imposed by the Commission; any penalties imposed directly by the PAP for failure to report, failure to report timely, or failure to report accurately; any liquidated damages under another Interconnection Agreement; any interest payments; and any damages in an associated action.

10.3 If CenturyLink QC payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3 of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request CenturyLink QC to explain the non-conforming performance and show that it did not result from CenturyLink QC’s failure to avoid reasonably foreseeable risks.

### **11.0 Timing and Form of Payment**

11.1 All payments to CLEC shall be made on the last business day of the month following the due date of the performance measurement report for the month for which payment is being made.

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11.1.1 Notwithstanding Section 11.1, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall compare for payment purposes the MR-8 calculated payment amount with the sum of the OP-5 and MR-7 calculated payment amounts, for the same performance data month, to determine whether the MR-8 payment amount or the combined OP-5 and MR-7 payment amount is the larger amount. In the event the two amounts are the same, the MR-8 payment amount will be considered to be the larger payment amount. Based on determination of the larger payment amount, CenturyLink QC shall pay either the MR-8 payment amount or both the OP-5 and MR-7 payment amounts. However, since the performance results for OP-5 and MR-7 are available one month later than the MR-8 performance results for the same performance data month, the applicable payments shall be made on the last business day of the month following the due date of the performance report for OP-5 and MR-7, except as allowed in Section 11.5.

11.2 All payments shall be by credits to CLEC bills. CenturyLink QC shall be allowed, after obtaining the individual agreement of CLEC, to make such payments through the use of electronic fund transfers to CLEC. However, once CenturyLink QC and CLEC agree on a method of payment (e.g., wire transfer or check), CenturyLink QC shall not change the method of payment without the permission of CLEC. CenturyLink QC shall be able to offset payments to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

11.3 CenturyLink QC shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

11.3.1 Notwithstanding Section 11.3, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall provide the MR-8 monthly payment information at the same time that the payment information for OP-5 and MR-7 for the same performance data month is due, to allow for the applicable payment determinations for MR-8, OP-5, and MR-7 as stated in Section 11.1.1 above, except as allowed in Section 11.5.

11.4 In the case of late payments and underpayments, CenturyLink QC shall pay interest to CLEC calculated at the current Commission-prescribed customer deposit rate on the amount in question (*i.e., as of May 24, 2013, for Arizona, Colorado, Idaho, Minnesota, New Mexico, North Dakota, Oregon, Washington, and Wyoming*) or, in the absence of a current Commission-prescribed customer deposit rate (*i.e., as of May 24, 2013 for Iowa, Montana, Nebraska, South Dakota, and Utah*), at the U.S. Treasury rate in place at the beginning of the current calendar year. Should CenturyLink QC demonstrate to the relevant CLEC that it overpaid, it shall be able to deduct from future payments in any state in which CLEC has opted into a CenturyLink QC PAP any past overpayment, along with interest calculated at the aforementioned rate for the amount in question.



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11.5 CenturyLink QC may petition the Commission for credits to PAP payments for the recovery of prior PAP payments made, which have been determined to be unnecessary and unjustified by the Commission. Any such request shall only seek recovery of payments made within the prior twelve consecutive months from the date of the petition.

### **12.0 Reporting**

12.1 CenturyLink QC will provide the Commission and CLECs opting into the PAP with a monthly report of CenturyLink QC’s performance for the payment-eligible PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month’s information. CenturyLink QC will collect, analyze, and report performance data for these PID measurements. CenturyLink QC will store such data in easy-to-access electronic form for one year after they have been produced and for an additional two years in an archived format. Any failure to follow these requirements shall be treated as a violation of the PAP integrity requirements discussed in Section 16.4.

12.2 On or before the last business day of each month following the relevant performance or payment period, CenturyLink QC shall post the individual CLEC monthly performance (for payment-eligible and diagnostic PIDs) and payment reports (for payment-eligible PIDs) to a secure part of the PAP website and the aggregate state performance and payment reports to the public part of the PAP website. In addition, CenturyLink QC must officially file with the Commission, one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests hard copies of its individual reports, CenturyLink QC should make those hard copies available at no cost to CLEC.

12.3 In the case of late reporting, CenturyLink QC shall make a payment to the state general fund or the equivalent (as directed by the Commission) of \$500 per calendar day for each day the report is late. This amount represents the total payment for missing a reporting deadline, rather than a payment per report and does not count against the cap described in Section 10.1. This payment shall begin on the report due date and continue until the report is actually distributed.

12.4 If any inaccurate reporting is revealed by an audit, CenturyLink QC shall make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of 25% of the amount due as a result of the underpayment.

12.5 In addition to the Section 12.4 payment, if as a result of an inaccurate report, any bill over \$25,000 is adjusted upwards by 25% or more, CenturyLink QC shall also incur a late reporting payment as set forth in Section 12.3. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

12.6 If a discrepancy is revealed solely by CenturyLink QC, and CenturyLink QC self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall

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be assessed. If CenturyLink QC self-corrects the erroneous reports before an audit on the relevant measurements in question begins but after the relevant payment is made, it shall

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be responsible for paying the additional amount owed due to the non-conforming performance as well as interest on this amount at the rate set forth in Section 11.4.

12.7 If a discrepancy is revealed by a CenturyLink QC-CLEC data reconciliation process or any other inquiry, CenturyLink QC shall pay the additional amount owed as well as interest on any late additional amount at the rate set forth in Section 11.4.

12.8 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upwards three months in a row, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit (see Section 13.7) for that third month and for each consecutive month that the CLEC reveals additional payments via data reconciliation.

12.9 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upward five times in a calendar year, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit for that fifth month and for all other months in that calendar year that the CLEC reveals additional payments via data reconciliation.

### **13.0 Audits of Performance Results**

13.1 CenturyLink QC shall carefully document any and all changes that CenturyLink QC makes to the Performance Measurement and Reporting System. A summary of this change log shall be displayed on a public website dedicated to PAPs. Details shall be made available in a timely manner upon request. The Performance Measurement and Reporting System is defined to include at least: elements of CenturyLink QC’s Regulatory Reporting System that constitute the data collection programs (*i.e.*, the software code used by CenturyLink QC to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (*e.g.*, USOC tables, wire center tables, *etc.*, used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval.

13.2 CenturyLink QC shall be allowed to change management processes that improve accuracy or that improve efficiency without sacrificing accuracy of submeasurement results. These changes are at CenturyLink QC’s discretion, but also may be subject to other requirements, as applicable, that address change management in the Interconnection Agreement. Omitted or inaccurate changes shall result in CenturyLink QC being required to pay a \$2,500 fine, plus interest at the rate set forth in Section 11.4, accrued from the time the change took effect. The payment of this fine shall go to the state general fund or equivalent (as directed by the Commission), and such payment does not count against the annual cap described in Section 10.1.

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When making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach, CenturyLink QC shall record the change to the change log and notify CLECs that have interconnection agreements opting into the PAP.

13.3 As part of the data reconciliation process (see Section 13.4 below), CLEC shall have the right to request access to the raw, excluded data and business rules or other basis relied upon by CenturyLink QC to exclude the data from the most recent month’s report. The records and data must be turned over, in a mutually-agreeable format within two weeks of the request.

13.4 CLEC may request a mini-audit of the performance measurement results covering CenturyLink QC’s performance to CLEC for any payment-eligible and diagnostic submeasurements. However, a CLEC will not be allowed to commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with CenturyLink QC to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to CenturyLink QC’s to demonstrate the areas in which CenturyLink QC allegedly erred, and (2) CenturyLink QC and CLEC are unable to reach agreement about any alleged discrepancy through the CenturyLink QC-CLEC data reconciliation process. CenturyLink QC must provide the necessary expertise and work in good faith to attempt to answer CLEC concerns. CenturyLink QC’s experts must be available for requested meetings to take place within 10 business days of the CLEC request, but CenturyLink QC may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

13.5 Upon CLEC request, data files of the CLEC raw data, or any subset thereof, and business rules or other basis used to generate the reports as part of the data reconciliation process will be transmitted, without charge, to CLEC, within two weeks of the request, in a mutually acceptable format, protocol, and transmission medium.

13.6 The scope of the mini-audit allowed under this PAP is limited to the relevant payment-eligible and diagnostic submeasurements that were the subject of and determined to be suspect, through the CenturyLink QC-CLEC data reconciliation process.

13.7 The mini-audit shall be conducted by a qualified independent Auditor (i.e., an auditor that has experience with multiple, prior performance measurement audits in the telecommunications industry) selected by CenturyLink QC and agreed upon by CLEC. CLEC shall pay the Auditor’s fees and expenses, and CLEC and CenturyLink QC shall bear their own costs. If a mini-audit identifies a non-conformance that materially affects the results (material being defined as a deficiency that requires an additional payment of at least 10% more than the total amount paid on the submeasurements examined by the mini-audit) by CenturyLink QC, CenturyLink QC shall pay the Auditor’s fees and expenses. In addition, CenturyLink QC shall resolve the identified problems and shall pay any applicable

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payments under the late payment provisions. CenturyLink QC shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If

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the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request CenturyLink QC-CLEC data reconciliation during that time.

13.8 If CLEC proves to the Commission via the dispute resolution process that CenturyLink QC did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Commission can shift the Auditor’s fees and expenses to CenturyLink QC, and the six-month moratorium on mini-audits shall then be waived.

13.9 *[Applicable to Colorado, Iowa, and Wyoming only, to the extent the Special Fund has a sufficient remaining balance]* The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in CenturyLink QC’s performance reporting, CenturyLink QC shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

### **14.0 Waiver of Payments**

14.1 CenturyLink QC may seek a waiver of the obligation to make payments pursuant to this PAP by seeking an exception on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards and parity submeasurements).
- (2) A work stoppage (as to benchmark standards and parity submeasurements).
- (3) An act or omission by CLEC that is in bad faith and designed to “game” the payment process; or
- (4) A material failure by CLEC to follow the applicable business rules.

14.2 Such waiver will be sought by CenturyLink QC by petitioning the Commission and providing notice to all CLECs operating in the state.

14.2.1 Prior to petitioning the Commission for a waiver, CenturyLink QC shall provide notice to all affected CLECs and Commission Staff of its intent to seek such waiver.

14.2.2 Within ten days of such notice, CLEC(s) must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. Within twenty days of such notice, Commission Staff must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. If CLEC opposes such request, prior to seeking Commission approval, CenturyLink QC and

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CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues.

14.2.3 After receipt of the responses and use of the dispute resolution process, if necessary, under Section 14.2.2, CenturyLink QC may file a petition with the Commission requesting a waiver. CenturyLink QC may indicate in its petition its understanding of the extent of opposition to its request based on the responses provided under Section 14.2.2 and/or the outcome of the dispute resolution process. Any waiver request must contain an explanation of the circumstances that justify the waiver, and any and all relevant documentation relied upon to support the request. To establish that the circumstances warrant granting of a requested waiver, CenturyLink QC must show the existence of those circumstances by a preponderance of the evidence. For any such action, CenturyLink QC shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved.

### **15.0 Limitations**

15.1 CenturyLink QC’s agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance. CLEC may not use (1) the existence of this enforcement plan or (2) CenturyLink QC’s current, former Tier 1, or former Tier 2 payments as evidence that CenturyLink QC has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. CenturyLink QC’s conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that CenturyLink QC’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude CenturyLink QC from introducing evidence of any payments under these provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether CenturyLink QC has met, or continues to meet, the requirements of Section 271 of the Act.

15.2 This PAP contains a comprehensive set of performance submeasurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, into its interconnection agreement with CenturyLink QC in lieu of other alternative standards or relief, except as stated in Sections 15.3, 15.4, and 15.5.

15.2.1 Subsequent changes to the PAP approved by the Commission will be incorporated into individual interconnection agreements that contain the PAP as soon as the effective date of the Commission order, and without further Amendment to those Agreements.

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15.3 In electing the PAP in states in which there exist wholesale service quality rules, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this PAP shall constitute an “agreement of the parties” to opt out of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the PAP. The PAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

15.4 Payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the PAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 16.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this PAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC’s contract action relates to an area of performance not addressed by the PAP, no such procedural requirement shall apply.

15.5 If for any reason CLEC agreeing to this PAP is awarded compensation for the same harm for which it received payments under the PAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not CenturyLink QC in its discretion, can judge what amount, if any, of PAP payments should be offset from any judgment for a CLEC in a related action.

15.6 The Commission shall have the right to modify this plan in accordance with Section 17.0.

### **16.0 Dispute Resolution Process**

16.1 The dispute resolution process specified in this PAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the PAP.

16.2 The Commission may decide issues arising from for-cause audits and root-cause analyses.

16.2.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a



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representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

16.2.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought to the Commission.

16.3 The dispute resolution process envisioned by the PAP provides a means of resolving issues raised by the PAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be established in other Interconnection Agreements, except it applies exclusively to the PAP.

16.4 The PAP’s dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President – Vice President level at least two weeks before a dispute is submitted to the Commission. As part of its request for dispute resolution, the party making the request (“complainant”) must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

16.5 In all actions before the Commission, the losing party shall pay all relevant attorney’s fees and costs – including monies spent to prove that the problem exists – as determined by the Commission.

### **17.0 Effective Date, Change Provisions and Termination**

17.1 The effective date of the current PAP is July 1, 2013, the date on which the Commission adopts its decision in an order approving it, or the effective date of CLEC opting into the PAP in its ICA, whichever date is later.

17.2 If CenturyLink QC or CLEC wishes to modify a PID or a PAP provision, the change must be approved by the Commission. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues. Either CenturyLink or CLEC may submit its proposed modification(s) to the Commission for approval. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties

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or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.2.1 Any party may submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP. Prior to making such request to the Commission, the party shall provide notice to all affected parties and Commission Staff of its intent to make such request. If the requested removal is contested, CenturyLink QC and CLEC will pursue the dispute resolution procedures of Section 16.0 before seeking a Commission decision on the matter.

17.2.2 If CenturyLink QC or CLEC wishes to submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP, the removal must be approved by the Commission. The root cause analysis shall address, at a minimum, whether there is evidence of no harm, the same harm as covered by other PID submeasurements, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or submeasurement being analyzed. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.3 If any agreements on adding, modifying or deleting performance measurements or PAP provisions are reached between CenturyLink QC and CLECs, or if the Commission approves changes to the PAP after notice and hearing, those additions, deletions, or modifications shall be incorporated into the PAP and modify the agreement between CLECs and CenturyLink QC at any time those agreements are submitted to the Commission.

17.4 Neither CenturyLink QC nor any CenturyLink affiliate or successor will initiate or support any action or proceeding before April 1, 2016 that seeks to eliminate any PAP in any CenturyLink QC former RBOC state.

### **18.0 Voluntary Performance Assurance Plan**

18.1 This PAP represents CenturyLink QC’s voluntary offer to provide performance assurance.