CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

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IDAHO PUBLIC
UTILITIES COMMISSION

CenturyLink™

Via Overnight delivery

April 17, 2013

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. CGS-T-13-01 / CEN-T-13-01
Application for Approval of Interconnection Agreement
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Dear Ms. Jewell:

Enclosed for filing is an original and three copies of the Application for Approval of an Interconnection Agreement between CenturyTel of the Gem State, Inc. and CenturyTel of Idaho, Inc. d/b/a CenturyLink and Qwest Communications Company, LLC d/b/a CenturyLink QCC. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Maura E. Peterson

MEP:ldj
cc: Service list

Lisa A Anderl (WSBA# 13236)
CenturyLink
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 345-1574
Facsimile: (206) 343-4040
Lisa.anderl@centurylink.com

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYLINK FOR APPROVAL OF THE INTERCONNECTION AGREEMENT FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e)	**CASE NO.:** CGS-T-13-01 / CEN-T-13-01 **APPLICATION FOR APPROVAL OF INTERCONNECTION**

CenturyTel of the Gem State, Inc. and CenturyTel of Idaho, Inc. d/b/a CenturyLink ("CenturyLink") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink QCC") is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the

Federal Communications Commission. Expeditious approval of this Agreement will enable CenturyLink QCC to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 17th day of April, 2013.

CENTURYLINK

Lisa A. Anderl
Attorney for CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of April 2013, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	___ ___ _X_ ___ ___	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Qwest Communications Company LLC	___ _X_ ___ ___ ___	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email

Leslie Johnson

DocuSign Envelope ID: 6EB9C581-4990-46A4-ABE3-629C31B101A5

CenturyLink™

TRAFFIC EXCHANGE AGREEMENT

EFFECTIVE AS OF APRIL 10, 2013

BY AND BETWEEN

CENTURYTEL OF THE GEM STATE, INC. d/b/a CENTURYLINK
CENTURYTEL OF IDAHO, INC. d/b/a CENTURYLINK

AND

QWEST COMMUNICATIONS COMPANY, LLC, DBA CENTURYLINK QCC

FOR THE STATE OF IDAHO

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AGREEMENT

PREFACE & RECITALS

This Traffic Exchange Agreement (the "Agreement), is entered into by and between CenturyTel of Idaho Inc., d/b/a CenturyLink; CenturyTel of the Gem State, Inc., d/b/a CenturyLink, each of which is an Incumbent Local Exchange Carrier in the State of Idaho (doing business as "CenturyLink"), and Qwest Communications Company, LLC d/b/a CenturyLink QCC, in its capacity as a certified provider of local wireline Telecommunications Service in the State of Idaho, ("QCC") CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such Incumbent Local Exchange Carriers shall pertain, in each instance, only with respect to a single, individual Incumbent Local Exchange Carrier, and shall not be deemed to apply in an aggregate fashion to any of the other Incumbent Local Exchange Carriers who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. Thus, for example, separate orders, arrangements and facilities must be made by QCC with respect to interconnection with and use of the network, facilities, property, and services of each separate Local Exchange Carrier entity that is a party to this agreement, and none of the Local Exchange Carriers shall be deemed to represent (by constructive receipt or otherwise) any of the other Local Exchange Carriers or their networks, facilities, property or services. This Agreement establishes the rates, terms and conditions for local Interconnection, and other services as set out herein (individually referred to as "service" or collectively as the "services). This Agreement covers services in the State of Idaho only (the "State) but only to the extent of the areas in which both Parties are certificated.

WHEREAS, interconnection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and access to their poles, ducts, conduits and rights-of-way;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and QCC hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1. PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective End User Customers, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. QCC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

2. INTENT OF THE AGREEMENT

This Agreement is intended to set forth the specific arrangements and services by which the Parties will interconnect with each other's networks and exchange traffic, as defined herein, in accordance with the terms of this Agreement and Applicable Law.

3. SCOPE OF THE AGREEMENT

3.1. The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article V:	Maintenance
Article VI:	Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; 911/E911; Directory Service & Distribution)
Article VII:	Pricing
Signature Page	

3.2. The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyLink to QCC.

ARTICLE II: DEFINITIONS

4. GENERAL RULES

4.1. Unless the context clearly indicates otherwise, the definitions set forth in this Section shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.

4.2. Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.

4.3. Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.

4.4. Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where de-tariffing regulation has been implemented.

4.5. Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.

4.6. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

5. DEFINITIONS

Access Service Request (ASR). The Ordering and Billing Forum document used for ordering Access Services and designated by CenturyLink to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.

Access Tandem Switch. A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.

Act or the Act. The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§151, et seq.

Affiliate. Shall have the meaning set forth in §153(1) of the Act.

ALI Database. A database which stores information associated with end user customers' telephone numbers or Shell Records.

Alternate Tandem Provider. A third-party Tandem Provider.

Answer Supervision. An off-hook supervisory signal.

Applicable Law. All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

Automated Message Accounting (AMA). The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

Automatic Location Identification or "ALI". A record that includes the subscriber's name, (identified by ANI), street address, emergency service number and other predetermined information associated with the 911 caller's telephone number, which is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.); will be identified with the service address of the calling party's listed number.

Automatic Number Identification or "ANI". A telephone number associated with the access line from which the call originates, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.

Bill-and-Keep or Bill-and-Keep Arrangement. A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

Bill Date. The effective date for which a CenturyLink service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

Bill Due Date. Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

Business Day. Monday through Friday, 8 a.m. to 8 p.m. except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyLink is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

Carrier Identification Code (CIC). Four-digit numbers used by End User Customers to reach the services of Interexchange Carriers (IXCs).

Central Office (CO). A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

Central Office Switch. A machine used to provide Telecommunications Services including (1) End Offices from which end-user Telephone Exchange Services are directly connected; and (2) Tandem Offices used to connect and switch trunk circuits between and among End Offices. Central Office Switches may be employed as combination End Office/Tandem Office Switches.

CenturyLink Operating Company (CTOC) or CenturyLink. The single CenturyLink Operating Company in the State that is a Party to this Agreement.

CenturyLink Standard Practices. The CenturyLink Standard Practices, and sometimes referred to as the CenturyLink Service Guide, is a document that contains CenturyLink's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. Except as specifically provided otherwise in this Agreement, CenturyLink's processes for service ordering, provisioning, billing, maintenance, trouble reporting and repair shall be governed by the CenturyLink Standard Practices, which may be amended from time to time by CenturyLink as needed.

Certificate of Operating Authority. A certification by the State Commission that QCC has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyLink's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

CLEC Profile. A CenturyLink form required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyLink's network or the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, on the CLEC Profile, the following; its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

CLLI Codes. Common Language Location Identifier Codes.

Commission. The State Public Service or Public Utility Commission, as applicable.

Common Channel Signaling (CCS). A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

Company Identifier or "Company ID". A three to five (3 to 5) character identifier that distinguishes the entity providing voice service (e.g., wireline, wireless, VoIP, etc.) to the end user. The company identifier registry is maintained by NENA in a nationally accessible database.

Competitive Local Exchange Carrier (CLEC). A "Local Exchange Carrier," as defined in §153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

Contract Year. A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

Conversation Time. The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

Database Management System or "DBMS". A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

Disconnect Supervision. An on-hook supervisory signal end at the completion of a call.

Disputed Amounts. An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

DS-1. A service having a total digital signal speed of 1.544 Mbps.

DS-3. A service having a total digital signal speed of 44.736 Mbps.

Dynamic 911. The provision of E911 service utilizing a call processing arrangement with pseudo ANIs for non call-path associated signaling and routing commonly associated with the delivery of mobile, nomadic or out-of-region calls.

E911 (also referred to as "Expanded 911 Service" or "Enhanced 911 Service" or "E911 Service"). A telephone system which includes network switching, data base and Public Safety Answering Point premise elements capable of providing automatic location identification (ALI) data, selective routing, selective transfer, fixed transfer, and a call back number.

Effective Date. The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new QCC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

Electronic File Transfer (EFT). A system or process that utilizes an electronic format and protocol to send/receive data files.

Emergency Service Number or "ESN". A three to five digit number that represents a unique combination of Emergency Service agencies in one or more ESZs.

Emergency Service Zone or "ESZ". A geographical area, that represents a unique combination of Emergency Service agencies, that is within a PSAP jurisdiction.

Emergency Services. Law enforcement, fire, ambulance, rescue, and medical services.

Emergency Services Query Key or "ESQK". The ESQK identifies a call instance at a voice positioning center (VPC), and is associated with a particular SR/ESN combination, per NENA standards. The ESQK is expected to be a ten-digit North American Numbering Plan Number.

End Office. The telephone company office from which the End User receives exchange service.

End Office Switch. A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

End User or End User Customer. Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

Enhanced Service Provider (ESP). A provider of enhanced services as those services are defined in 47 C.F.R. §64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

Exchange Access. Exchange Access shall have the meaning set forth in §153(16) the Act.

Exchange Message Interface (EMI). An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

FCC. The Federal Communications Commission.

Incumbent Local Exchange Carrier (ILEC). An "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning set forth in 47 U.S.C. §251(h).

Indirect Network Connection. A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are connected via a third-party's Tandem switch.

Information Access. Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

Information Access Traffic. Traffic delivered to or from an Information Service Provider for the provision of Information Service.

Information Service Provider. A provider of Information Service, as that term is defined in 47 U.S.C. §153(20). Information Service Provider includes, but is not limited to, Internet Service Provider (ISP).

Intellectual Property. For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including

data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

Intellectual Property Claim. For purposes of this Agreement, "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

Interconnection. "Interconnection" shall have the meaning set forth in 47 U.S.C. §251(c)(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

Interexchange Carrier (IXC). A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

InterLATA Toll Traffic. Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

Internet Service Provider (ISP). An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

IntraLATA Toll Traffic. Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined CenturyLink's local exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

ISDN User Part (ISUP). A part of the SS7 protocol that defines call setup messages and call takedown messages.

ISP-Bound Traffic. Traffic delivered to or from an Internet Service Provider (ISP) and for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001).

Jointly-Provided Switched Access Service Traffic. Traffic where both CenturyLink's network and QCC's network are used to originate Switched Access Service traffic by one of the Party's End User Customers to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and QCC's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End User Customers.

Local Access and Transport Area (LATA). "Local Access and Transport Area" or "LATA" shall have the meaning set forth in §153(25) of the Act.

Local Calling Area (LCA). Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyLink's local exchange tariffs.

Local Exchange Carrier (LEC). "Local Exchange Carrier" or "LEC" shall have the meaning set forth in §153(26) of the Act.

Local Exchange Routing Guide (LERG). The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

Local Traffic. Traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area (including all extended calling areas mandated by law), as defined in CenturyLink's local exchange tariffs, catalogs or price lists. Local Traffic does not include non-mandated optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Pursuant to the FCC's clarifying orders, Local Traffic includes Information Access Traffic only to the extent that the end user and the ISP are physically located in the same CenturyLink Local Calling Area.

Local Interconnection Trunk or Local Interconnection Trunk Groups. One-way or two-way trunk paths between switches used to carry Local Traffic.

Local Service Request (LSR). The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

Local VoIP-PSTN Traffic. VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined in existing CenturyLink Tariffs or Price Lists, and shall be considered to be "Local Traffic" as such term is used in the Agreement.

Mass Calling Trunks. Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

Master Street Address Guide (MSAG). A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 calls.

Meet Point. A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

Meet Point Billing (MPB) or Meet Point Billing Arrangement. Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the applicable access tariffs.

Mid-Span Fiber Meet or Fiber Meet. An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic. The "point" of Interconnection for purposes of §251(c)(2) and §251(c)(3) remains on the Local Exchange Carrier's network.

Multiple Exchange Carrier Access Billing (MECAB). Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS) (0401004-00XX) containing the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

Multiple Exchange Carriers Ordering and Design Guidelines for Access Services – Industry Support Interface (MECOD). A document developed by the Ordering/ Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS) (0404120-00XX) establishing methods for processing orders for Access Service provided by two or more LECs.

National Emergency Number Association or NENA. A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number" for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

National Security Emergency Procedures (NSEP). Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

Network Interface Device (NID). A stand-alone Network Element defined as any means of interconnecting customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector which establishes the demarcation point

between the loop (inclusive of the NID) and the End User Customer's Inside Wire pursuant to 47 C.F.R. 68.105. Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a building, maintenance and control of the End User Customer's Inside Wiring (i.e., on the End User Customer's side of the NID) is under the control of the End User Customer. For purposes of this definition, the phrase "End User Customer Access Side of the NID" is descriptive and does not convey any ownership or usage rights.

911 Service or "911-Basic 911 Service". Provides a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number (911). As used in this Agreement, references to 911 Service shall include E911 as defined herein, as appropriate.

911 Service Provider. A 911 System Service Provider furnishes systems and support necessary to enable 911 calling for one or more Public Safety Answering Points (PSAPs) in a specific geographic area.

911 Trunk. A trunk capable of transmitting a 911 dialed call to the Selective Router, and used for the single purpose of the transmission of 911 calls in accordance with applicable NENA Standards.

North American Numbering Plan (NANP). The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

Number Portability (NP). The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

Numbering Plan Area (NPA). Also sometimes referred to as an "area code," an NPA is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA; "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

NXX, NXX Code, Central Office Code or CO Code. The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Optional EAS Traffic. Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

Party or Parties. "Party" shall mean CenturyLink or QCC depending on the context. "Parties" refers collectively to both CenturyLink and QCC.

Percentage Local Use (PLU). A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyLink's effective Tariff(s).

Point of Interconnection (POI). A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between QCC and CenturyLink for the interconnection of their respective networks.

Pole Attachment. A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related facilities or equipment to provide services in accordance with the terms and conditions of this Agreement.

Premises. Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

Pseudo-ANI or "pANI". A 10 digit number that is used in place of ANI for E911 call routing and the delivery of dynamic ALI information (e.g., to identify a wireless cell, cell sector, or PSAP to which the call should be routed). For purposes of this Article, references to pANI shall include ESQK, ESRD and ESRK, as appropriate.

Public Safety Answering Point or "PSAP". An entity to whom authority has been lawfully delegated to respond to public emergency telephone calls originating in a defined geographic area, and may include public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities. A PSAP may act as a primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP is the PSAP to which 911 calls are routed directly from the Selective Router and Secondary PSAPs receive calls transferred from the primary PSAP.

Rate Center. The specific geographic point and corresponding geographic area where one or more particular NPA-NXX Code(s) have been assigned by the North American Numbering Plan Administrator. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive charges.

Rating Point. The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

Reciprocal Compensation. Compensation paid or provided under 47 U.S.C. §251(b)(5).

Remote End Office Switch. A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

Repeatedly delinquent. As used in Article III, "repeatedly delinquent" shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period.

Right-of-Way (ROW). The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

Routing Point. Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

Selective Router. The equipment used to route 911 calls to the proper PSAP, or other designated destinations, based upon the caller's location information and other factors.

Service Affecting. A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User Customer in immediate or imminent risk of not being able to use the service to which that End User Customer subscribes.

Service Order. See LSR.

Service Switching Point or Signal Switching Point (SSP). A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

Shell Records. Those records necessary to populate the DBMS to enable Dynamic 911 call delivery and display methods, used to determine call routing and the appropriate provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 911 call. For purposes of this Article, references to 911 records shall include Shell Records, as appropriate.

Signaling Point (SP). A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

Signaling System 7 (SS7). The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that are used to provide basic routing information, call set-up and other call termination functions.

State. As used in this Agreement, "State" shall refer to the state in which services are to be provided under this Agreement.

Subsidiary. A corporation or other legal entity that is majority owned by a Party.

Switched Access Services. The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic will be considered Switched Access Traffic. Switched Access Services include; Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service".

Synchronous Optical Network (SONET). An optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

Tandem or "Tandem Switch" or "Tandem Office Switch". Connects one trunk to another for the purpose of relaying Local Traffic between an originating End Office and a terminating End Office.

Tariff or Price List. Any applicable Federal or state tariff or Price List of a Party, as amended from time-to-time.

TDM or "TDM Technology" or "Time Division Multiplexing". A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

Technically Feasible. Absence of technical or operational obstacles that prevent the fulfillment of a request.

Telcordia Technologies. A wholly-owned subsidiary of Science Applications International Corporation that conducts research and development, performs centralized technical and management services, and provides generic requirements for the telecommunications industry.

Telecommunications. Shall have the meaning set forth in §153(43) of the Act.

Telecommunications Carrier. Shall have the meaning set forth in §153(44) of the Act. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

Telecommunications Equipment. Shall have the meaning set forth in §153(45) of the Act.

Telecommunications Service. Shall have the meaning set forth in §153(46) of the Act.

Telecommunications Service Priority (TSP). A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities

in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following..

Telephone Exchange Service. Shall have the meaning set forth in §153(47) of the Act.

Telephone Toll or Telephone Toll Service. Telephone service between stations in different exchange areas. Telephone Toll traffic can be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic" depending on whether the originating and terminating points are within the same LATA.

Third Party Originating Carrier. " QCC" - when it sends traffic originated by its End User Customers to CenturyLink's End User Customers via an Alternate Tandem Provider; or "CenturyLink" - when it sends traffic originated by its End User Customers to QCC's End User Customers via an Alternate Tandem Provider.

Third Party Terminating Carrier. CenturyLink, when traffic is terminated to it by QCC via an Alternate Tandem Provider, or QCC, when traffic from CenturyLink is terminated to QCC via an Alternative Tandem Provider.

Time and Material Charges. Time and Materials Charges are charges for non-standard or individual-case-basis work requested by QCC. "Time" charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.

Toll VoIP-PSTN Traffic. VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined in existing CenturyLink Tariffs or Price Lists.

Transit Service. A switching and transport function which allows one Party to send Transit Traffic to the other Party's network through a third-party's Tandem and/or transport facilities, or to a third-party network through the other Party's Tandem and/or transport facilities.

Transit Traffic. Traffic between the Parties End User Customers that is routed utilizing a third-party Telecommunications Carrier's Local and/or Access Tandem Switch, or between a Party's End User Customers and a third-party Telecommunications Carrier's End User Customers (e.g., third-party CLECs, ILECs) that is routed utilizing the other Party's Local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to from, or carried by an Interexchange Carrier (IXC) at any time during the call

Trunk Side. Refers to Central Office switch hardware that is connected to another switching entity, including the connection between a cross-connect panel and a trunk card. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

Virtual NXX Traffic (VNXX Traffic). As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a QCC's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

VoIP-PSTN Traffic. Includes any traffic also referred to in the Agreement as "VoIP", and is defined as traffic that is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format and terminates to a Party's end user customer.

Website. As used in this agreement, shall mean: www.CenturyLink.com/wholesale.

Wire Center. The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

ARTICLE III: GENERAL TERMS & CONDITIONS

I. GENERAL TERMS & CONDITIONS REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW

6. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

7. EFFECTIVE DATE, TERM & TERMINATION

7.1. Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new QCC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for sixty (60) days to accommodate required initial processes. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.

7.2. Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

7.3. Notwithstanding the above, CenturyLink at its discretion may terminate this Agreement after twelve consecutive months of inactivity on the part of QCC. Inactivity is defined as QCC's failure to initiate the required pre-ordering activities, QCC's failure to submit any orders pursuant to this Agreement's terms or QCC's failure to originate or terminate any Local Traffic pursuant to this Agreement's terms.

7.4. Notice of Termination. Either QCC or CenturyLink may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either QCC or CenturyLink may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

7.5. Effect on Termination of Negotiating Successor Agreement. If either QCC or CenturyLink provides notice of termination pursuant to Notice of Termination Section above and, on or before the noticed date of termination, either QCC or CenturyLink has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of; (a) the effective date of a new interconnection agreement between QCC and CenturyLink, or (b) the date one-hundred eighty (180) calendar days after the date of termination identified in the Notice of Termination. If a new interconnection agreement has not been approved by one-hundred eighty (180) days after the date of termination identified in the Notice of Termination, then CenturyLink and QCC may mutually agree to continue to operate on a month to month basis under the terms set forth herein until (a) a new agreement has been approved or (b) until QCC ceases providing service in CenturyLink's exchanges. Should the Parties not agree to continue to operate under the terms set forth herein after one-hundred eighty (180) days, then the provisions of this Section shall be required. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with the Termination Upon Default or Termination Upon Sale Sections below.

7.6. Termination and Post-Termination Continuation of Services. If either QCC or CenturyLink provides notice of termination pursuant to Notice of Termination Section above and, by 11:59

p.m. Central Time on the proposed date of termination, neither QCC nor CenturyLink has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including the exchange of local traffic, will be terminated unless the Parties jointly agree to other continuing arrangements. QCC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s) if the service is included in the same; (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by QCC. If QCC elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by QCC under Section 252(i). Should QCC fail to follow the terms of this Section, QCC agrees that its termination notice shall be invalidated and considered withdrawn and it shall continue to be accountable and liable for all its obligations under the terms of this Agreement.

7.7. Suspension or Termination upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyLink's notice to QCC of its Default, CenturyLink shall not be required to process new service orders until the Default is timely cured. "Default" is defined to include:

a. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

b. The revocation by the Commission of a Party's Certificate of Operating Authority, or

c. A Party's violation of any material term or condition of the Agreement; or

d. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Billing and Payments/Disputed Amounts Section) within thirty (30) calendar days after the bill date.

7.8. Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

7.9. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

7.10. Predecessor Agreements. Also see "Except as otherwise agreed to in writing by the Parties" Section below:

a. Any prior interconnection agreement between the Parties for the State pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated.

b. Any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State pursuant to Section 252 of

the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

c. Except as otherwise agreed to in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

d. If either Party elects to cancel the commitment (pursuant to preceding Section above), the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

8. APPLICABLE LAW

8.1. Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

8.2. Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

8.3. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

8.4. Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

8.5. Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

8.6. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

8.7. Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

8.8. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such

unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

II. OTHER GENERAL TERMS & CONDITIONS

9. AMENDMENTS

Any amendment, modification, deletion or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

10. ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this Section shall constitute a default of this Agreement.

11. ASSURANCE OF PAYMENT

11.1. Upon request by CenturyLink, QCC shall provide to CenturyLink a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyLink hereunder. QCC's failure to provide such deposit or assurance of payment to CenturyLink within thirty (30) calendar days of CenturyLink's request for same shall constitute a default under this Agreement.

11.2. When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyLink if QCC (a) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyLink, (b) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to QCC by CenturyLink, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

11.3. Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyLink's estimated two-month charges to QCC (including, but not limited to, both recurring and non-recurring charges) using QCC's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyLink, or (2) $5,000. If QCC does not provide a forecast of its facility or service demand under this Agreement, QCC shall provide, upon CenturyLink's request, a deposit or assurance of payment of charges in an amount of $5000.

11.4. Modifying the Amount of Deposit/Assurance of Payment. CenturyLink reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of

QCC if QCC is repeatedly delinquent in making its payments, or QCC is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyLink due to QCC's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of QCC. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyLink also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if QCC's average monthly billing exceeds the estimated two-months billing based on QCC's forecasts, referenced in preceding Section above, or if QCC has failed to make timely payments in accordance with Billing and Payments/Disputed Amounts Section below.

11.5. Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyLink's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyLink, or (b) an unconditional, irrevocable standby letter of credit naming CenturyLink as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyLink from a financial institution acceptable to CenturyLink.

11.6. Interest on Cash Deposit. CenturyLink shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist

11.7. Drawing on Deposit/Assurance of Payment. CenturyLink may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to QCC in respect of any amounts to be paid by QCC hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.

11.8. QCC's Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, upon request by CenturyLink, QCC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Calculating the Amount of Deposit/Assurance of Payment Section above.

11.9. Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyLink makes a request for a deposit or assurance of payment in accordance with the terms of this Assurance of Payment Section, then CenturyLink shall have no obligation thereafter to perform under this Agreement until such time as QCC has provided CenturyLink with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyLink hereunder shall in no way relieve QCC from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

12. AUDITS

12.1. Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least $50,000. For purposes of this Billing Audits Section, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

12.2. Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has

been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.

12.3. Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonable competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

12.4. Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply with the Audited Party's normal security procedures.

12.5. Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

12.6. Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

12.7. Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.

12.8. Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half percent (1-½%) per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on

which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

12.9. Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

12.10. Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyLink and QCC shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year, as defined in Billing Audits Section above. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

12.11. Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

13. AUTHORIZATION AND AUTHORITY

13.1. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and QCC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement, in entering into this Agreement.

13.2. CenturyLink represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

13.3. QCC represents and warrants that it is in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

13.4. QCC Certification. Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as QCC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a QCC. QCC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State. QCC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. QCC shall not place any orders under this Agreement until it has obtained such authorization. QCC shall provide proof of such authorization to CenturyLink upon request.

14. BILLING AND PAYMENTS/DISPUTED AMOUNTS

14.1. Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), QCC and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

14.2. Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.

14.3. Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.

14.4. Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half percent (1-½%) per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.

14.5. Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyLink's CLEC Standard Practices. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both QCC and CenturyLink agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal Dispute Resolution.

14.6. If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.

14.7. Effect of Non-Payment.

a. If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail,

at least five (5) calendar days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Assurance of Payment Section above. 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.

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

c. Notwithstanding both preceding Sections above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

15. CAPACITY PLANNING AND FORECASTS

15.1. As soon after the Effective Date as practicable, the Parties agree to develop joint planning and forecasting responsibilities which are applicable to local services, number portability and interconnection services. CenturyLink may delay processing QCC service orders should QCC not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

a. The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

b. QCC will furnish to CenturyLink information that provides for statewide annual forecasts of facility/demand. If during the Term of this Agreement, QCC desires to offer services in a CenturyLink local calling area for which QCC has not previously submitted a forecast,

QCC shall submit a revised forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. QCC shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyLink local calling area.

c. The Parties will develop joint forecasting responsibilities for traffic exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article IV (Interconnection).

d. QCC shall notify CenturyLink promptly of any changes in QCC's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). QCC orders that exceed its forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available.

e. CenturyLink reserves the right to condition the fulfillment of additional service orders on satisfactory QCC fill rates in previously ordered capacity, or on QCC payment for all of the additional capacity absent satisfactory fill rates.

f. Requested or forecasted facility additions not justified by traffic fill rates and fill rate trends will not be provisioned unless QCC provides proof of the needed increase at a specific point in time. All information provided by QCC will be considered confidential information under federal law and Agreement terms.

g. CenturyLink reserves the right to assess QCC a stranded plant/facility or discontinued service order charge for capacity forecast by QCC but not used by QCC within six (6) months after a forecast period to the extent that CenturyLink built the plant/facility based on QCC's order.

16. CHANGES IN LAW

16.1. Except as provided in Additions to Existing Obligations Section below, the terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

16.2. Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to QCC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, payment or benefit. CenturyLink will provide thirty (30) calendar days prior written notice to QCC of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement, pursuant to Amendment Section, to reflect such change in Applicable Law. If QCC disputes CenturyLink's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures, of the Dispute Resolution Section of this Agreement, shall apply and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyLink's written notice to QCC or the date specified by Applicable Law, whichever applies.

16.3. Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is required by such change in Applicable Law to provide a service not already

provided to QCC under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in the Dispute Resolution Section of this Agreement.

16.4. Notwithstanding both preceding Sections above, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section applies shall be identified as being an agreement made "pursuant to this Section" or by language of similar import.

17. CLEC PROFILE

17.1. QCC shall not place any orders under this Agreement until it has completed and submitted to CenturyLink a "CLEC Profile," in a form provided by CenturyLink and, if required by CenturyLink, paid a deposit for assurance of payment pursuant to Assurance of Payment Section of the Agreement. Among other things required to be listed on the CLEC Profile, QCC will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyLink Standard Practices.

17.2. Certificate of Operating Authority. QCC must represent and warrant to CenturyLink that it is a certified provider of local Telephone Exchange Service in the State. QCC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request.

18. CONFIDENTIAL INFORMATION

18.1. Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

18.2. Notwithstanding the foregoing, pre-orders, and all orders for services placed by QCC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of QCC End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to QCC End User Customers, whether disclosed by QCC to CenturyLink or otherwise acquired by CenturyLink in the course of its performance under this Agreement, is considered Confidential Information.

18.3. Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

a. That all Confidential Information shall be and shall remain the exclusive property of the source;

b. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

c. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;

d. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

e. To promptly return any copies of such Confidential Information to the source at its request;

f. To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and

g. Subject to the exceptions in the following Section below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

18.4. Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Limitation of Liability and Exceptions language (within the Liability and Indemnification Section of this Agreement), the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

18.5. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

19. CONSENT

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

20. CONTACTS BETWEEN THE PARTIES

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list in its CenturyLink Standard Practices ("Standard Practices") as amended and updated from time to time. The Standard Practices are provided to QCC on CenturyLink's Website, and any updates also will be provided on the Website in the event such information changes. Information contained in the Standard Practices will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that QCC may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Standard Practices will provide QCC with contact information for the personnel and/or organizations within CenturyLink capable of assisting QCC with inquiries regarding the ordering, provisioning and billing of interconnection services. Included in this information will be the contact information for a person or persons to whom QCC can

escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

21. CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, QCC shall provide the exclusive interface with QCC's End User Customers.

22. COUNTERPARTS

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

23. DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of the Billing and Payments/Disputed Amounts Section of this Article apply to the resolution of any billing disputes.

23.1. Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following dispute resolution procedures shall be followed.

23.2. A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

23.3. The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

23.4. If CenturyLink provides written notice to QCC that a billing dispute has been denied, stating the grounds for such determination, then QCC shall have ten (10) days in which to either pay the disputed amounts or to send written notice to the National Dispute Center advising that the CLEC disagrees with the determination by CenturyLink, and such notice may be accompanied by any additional, relevant materials submitted by QCC. Failure by QCC to make a timely response to a notice of denial by CenturyLink shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment.

23.5. Failure by QCC to make a timely response to a notice of denial by CenturyLink shall also preclude QCC from thereafter requesting an escalation of the same dispute under the following paragraph, although QCC may file an action seeking resolution of the dispute by any court, commission or agency of competent jurisdiction.

23.6. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) days during which

negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

23.7. If the Parties are unable to resolve the dispute within sixty (60) days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution within sixty (60) days from the date on which the petition or complaint was filed, or within such shorter time as may be appropriate for any Service Affecting dispute.

23.8. If the court, commission or agency of competent jurisdiction appoints an expert(s), a special master, or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). Subject to the foregoing, each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

23.9. During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

23.10. A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process.

23.11. Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with the Assurance of Payment Section of the Agreement) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyLink reserves the right not to accept new QCC service orders.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

25. EXPENSES

25.1. In performing under this Agreement, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyLink is entitled to reimbursement from QCC for all such costs. For all such costs and expenses, CenturyLink shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs. If QCC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to QCC in a timely manner and QCC must agree to accept the quoted charges prior to CenturyLink's initiation of work.

25.2. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

26. FORCE MAJEURE

26.1. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

26.2. It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to the Force Majeure Section of the Agreement. Notwithstanding the provisions of the preceding Section above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

26.3. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

27. FRAUD

QCC assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, QCC's account in cases of fraud.

28. GOOD FAITH PERFORMANCE

28.1. The Parties shall act in good faith in the performance of their obligations under this Agreement.

28.2. Performance Issues. In the spirit of good faith and upon request by either Party, the Parties agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services and ancillary functions provided under this Agreement; (iii) and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

29. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

30. INTELLECTUAL PROPERTY

30.1. QCC acknowledges that its right under this Agreement to interconnect with CenturyLink's network may be subject to or limited by Intellectual Property rights (including, without

limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

30.2. QCC acknowledges that services and facilities to be provided by CenturyLink hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

30.3. Upon written request by QCC, CenturyLink will use commercially reasonable efforts to procure rights or licenses to allow CenturyLink to use Intellectual Property and other rights of third parties to provide interconnection, services and facilities to QCC ("Additional Rights and Licenses"). QCC shall promptly reimburse CenturyLink for all costs incurred by CenturyLink and/or CenturyLink's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyLink or any CenturyLink Affiliate. CenturyLink shall have the right to obtain reasonable assurances of such prompt reimbursement by QCC prior to the execution by CenturyLink or any CenturyLink Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event QCC fails to promptly reimburse CenturyLink for any such cost, then, in addition to other remedies available to CenturyLink under this Agreement, CenturyLink shall have no obligation to provide to QCC any product, service or facility to which such Additional Rights and Licenses relate. In the event any product or service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and QCC, CenturyLink shall reasonably apportion among QCC and such non-CenturyLink carriers, on a prospective basis only, the costs incurred by CenturyLink and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

30.4. Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

30.5. For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

30.6. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

30.7. Except as provided in prior Intellectual Property Sections above and/or in Non-Exclusive Remedies Section below, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any

Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

30.8. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

31. LAW ENFORCEMENT

31.1. Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

31.2. Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Limitation of Liability and Exception language (within Liability and Indemnification Section below), CenturyLink agrees to work jointly with QCC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. QCC shall be responsible for and shall be billed for any charges associated with providing such services for QCC's End User Customers.

31.3. Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.

31.4. If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

32. LIABILITY AND INDEMNIFICATION

32.1. Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents

relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section (other than applicable employee claimant(s)), for purposes of this Section. "Reasonable costs and attorneys' fees," as used in this Section, includes without limitation fees and costs incurred to interpret or enforce this Section. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

32.2. Notwithstanding anything to the contrary in the preceding Section above, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

32.3. The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services, or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

32.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

32.5. Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

a. Except as provided in Sections below, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Force Majeure Section above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Sections below, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to QCC by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

b. EXCEPT AS PROVIDED IN SECTIONS BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

c. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

d. The previous three paragraphs do not apply to the following:

- Indemnification Against Third-Party Claims Section above;
- Breach of any obligation of confidentiality referenced in this Agreement;
- Violation of security procedures;
- Any breach by QCC of any provision relating to QCC's access to or use of Operations Support Systems;
- Failure to properly safeguard, or any misuse of, customer data;
- Statutory damages;
- Liability for intentional or willful misconduct;
- Liability arising under any applicable CenturyLink Tariff;
- Liability arising under any indemnification provision contained in this Agreement or a tariff related to provisioning of 911/E911 services;
- Each Party's obligations under the Law Enforcement Section of this Article III;
- CLEC Tariffs or Contracts Section below and/or No Liability for Errors Section below, of this Section;
- Technology Upgrades Section (below) of this Article III; and/or
- Liability arising under any indemnification provision contained in this Agreement or a tariff related to provisioning of Directory Listings.

32.6. Liability of CenturyLink. In addition to the general limitation of liability in this Section, the following shall also limit CenturyLink's liability under this Agreement.

a. Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to QCC's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyLink to QCC resulting from any and all causes arising out of services, facilities, or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink. CenturyLink shall not be liable for any loss, claims, liability or damages asserted by QCC, QCC's End User Customer(s), suppliers, agents, employees, or any other third parties where QCC combines or commingles such components with those components provided by CenturyLink to QCC.

b. QCC Tariffs or Contracts. QCC shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services, or facilities obtained from CenturyLink, provide that in no case shall CenturyLink be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by QCC, QCC's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and QCC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, QCC, QCC's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of QCC's End User Customers, suppliers, agents, employees, or any other third parties.

c. No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). QCC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to QCC's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyLink or its employees or agents.

33. NETWORK MANAGEMENT

33.1. Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. QCC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

33.2. Responsibility for Following Standards. QCC recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyLink or any third parties connected with or involved directly in the network or facilities of CenturyLink.

33.3. Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of QCC connected to CenturyLink's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage

to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities or create hazards to the employees of CenturyLink or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

33.4. If QCC causes an Impairment in Service, CenturyLink shall promptly notify QCC of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If QCC is unable to promptly remedy the Impairment of Service, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

33.5. Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyLink hereunder, QCC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble.

34. NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

35. NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§51.325 through 51. 335.

36. NOTICES

36.1. Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

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

If to QCC:

ICA-Interconnection Agreements
Qwest Communications Company, LLC
4650 Lakehurst Ct., 3d Floor
Dublin, OH 43016-3252

If to CenturyLink:
CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With copy to:
CenturyLink Law Department

Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Legal.Interconnection@centurylink.com

37. ORDERING

37.1. Ordering and Electronic Interface. A web-based interface is currently being used for QCC to order non-access services. Unless otherwise provided in the Articles of this Agreement, QCC shall use CenturyLink's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, no manual, facsimile or email interfaces may be used to submit any non-access order unless first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink deploys any enhanced electronic capability for QCC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, QCC shall use such processes as CenturyLink has made available for performing such transaction(s).

37.2. The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of: (a) the completion of all account set up activities, including but not limited to, the submission of the CLEC Profile (required by CLEC Profile Section of this Agreement), the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for QCC; or (b) sixty (60) calendar days after the Effective Date of this Agreement, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

38. POINTS OF CONTACT FOR QCC CUSTOMERS

38.1. QCC shall be the primary point of contact for QCC customers. QCC shall establish telephone numbers and mailing addresses at which QCC's End User Customers may communicate with QCC and shall advise QCC End User Customers of these telephone numbers and mailing addresses.

38.2. Except as otherwise agreed to by CenturyLink, CenturyLink shall have no obligation, and may decline, to accept a communication from a QCC customer, including but not limited to issues with number ports to QCC.

39. PUBLICITY AND USE OF TRADEMARKS

39.1. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

39.2. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and QCC.

39.3. Any violation of this Publicity/Trademarks Section shall be considered a Default of this Agreement under the Suspension or Termination Upon Default Section (above) of this Agreement.

40. REFERENCES

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

40.2. Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.

40.3. Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is 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 publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

41. RELATIONSHIP OF THE PARTIES

41.1. The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

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

41.3. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

41.4. Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

41.5. Except as provided by Survival Section below, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

41.6. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

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

42. RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any

Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

43. STANDARD PRACTICES

The Parties acknowledge that CenturyLink shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the QCC industry which may be added or incorporated by reference in the CenturyLink Standard Practices and/or CenturyLink Service Guide. QCC agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement.

44. SUBCONTRACTORS

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

45. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

46. SURVIVAL

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

47. TAXES

47.1. Any State or local excise, sales, or use taxes (defined in this paragraph, but excluding any taxes levied on income) and fees/regulatory surcharges (defined in the following paragraph) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

47.2. Notwithstanding anything to the contrary contained herein, QCC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. QCC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, QCC is responsible for submitting and/or filing tax exempt

status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that QCC's representations to CenturyLink concerning the status of QCC's claimed tax exempt status, if any, and its impact on this Section are subject to the indemnification provisions of the Liability and Indemnification Section of the Agreement, which, for purposes of this Section, serve to indemnify CenturyLink.

47.3. Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

47.4. Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a CenturyLink, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

47.5. Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

48. TBD PRICES

48.1. Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element and there are no corresponding prices or rates, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to QCC ordering any such TBD item, the Parties shall meet and confer to establish a price.

48.2. In the event the Parties are unable to agree upon a price for a TBD item, the tariffed, cataloged or price listed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

49. TECHNOLOGY UPGRADES

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

50. TERRITORY

50.1. This Agreement applies to the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier ("ILEC") in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

50.2. Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof, pursuant to Termination Upon Sale Section (above) of this Article.

51. THIRD-PARTY BENEFICIARIES

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

52. UNAUTHORIZED CHANGES

The terms of the Number Portability Section of Article VI apply to the resolution of any unauthorized changes regarding Number Portability.

53. USE OF SERVICE

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

54. WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

55. WITHDRAWAL OF SERVICES

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

ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

56. SERVICES COVERED BY THIS ARTICLE

56.1. To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, QCC will interconnect its network with CenturyLink's network for the transmission and routing of Telephone Exchange Service and Exchange Access. Upon QCC's request, CenturyLink will provide Interconnection at any technically feasible point within CenturyLink's network in conformity with this Article and Applicable Law.

56.2. This Article governs the provision of inter-network facilities (i.e., physical connection services and facilities), by CenturyLink to QCC or by QCC to CenturyLink and the transport and termination and billing of Local Traffic between CenturyLink and QCC.

57. NETWORK INTERCONNECTION METHODS

57.1. This Section sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyLink and QCC. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

57.2. Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in the Methods of Interconnection language below (within this Section), and other methods as mutually agreed to by the Parties.

57.3. Trunking requirements associated with Interconnection are contained in this Article.

57.4. CenturyLink shall provide Interconnection for QCC's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of quality equal to that which CenturyLink provides itself, a subsidiary, an affiliate, or any other party to which CenturyLink provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

57.5. Physical Architecture

a. CenturyLink's network includes but is not limited to End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be discussed during the Introductory Call as set forth in CenturyLink's Standard Practices and any necessary subsequent network interconnection calls between the Parties. QCC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection facilities between QCC switch(es) and CenturyLink's End Office(s) and/or tandems. The physical architecture plan will be in accordance with Forecasting and Planning requirements of this Article and, at a minimum, include the location of QCC's switch(es) and CenturyLink End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities.

b. Points of Interconnection (POIs). A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local POI are set forth in the Local Point of Interconnection language (within the Interconnection Trunking Requirements Section below). In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyLink company's service area.

c. The Parties agree to meet as often as necessary to negotiate the location and NIM of new POIs, except that the Parties agree that POIs required by the terms of the Interconnection Trunking Requirements Section below will be established. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required.

d. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).

e. Either Party must provide thirty (30) days written notice of any changes to the physical architecture plan.

f. Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

57.6. Technical Interfaces

a. Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

b. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Super-frame protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

57.7. Methods of Interconnection

a. Leased Facility Interconnection ("LFI"). Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable access tariff, may lease facilities from a third party or may construct or otherwise self-provision facilities.

57.8. Fiber Meet Interconnection

a. Fiber Meet Interconnection between CenturyLink and QCC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyLink End Office and QCC's premises within the local calling area. QCC shall request a Fiber Meet Point of Interconnection by submitting a BFR for the same pursuant to Article III, Capacity Planning and Forecasts Section.

b. Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETwork (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services, as described in the Interconnection Trunking Requirements Section of this Article, shall be provisioned over this facility.

c. Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection

specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

57.9. Fiber Meet design options include, but are not limited to, the following:

a. **Design One:** QCC's fiber cable (four, or some integral multiple thereof, fibers) and CenturyLink's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the QCC and CenturyLink locations. This Interconnection point would be at a mutually agreeable location.

b. **Design Two:** QCC will provide fiber cable to the last entrance (or CenturyLink designated) manhole at the CenturyLink End Office switch. CenturyLink shall make all necessary preparations to receive and to allow and enable QCC to deliver fiber optic facilities into that manhole. QCC will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyLink to pull the fiber cable through the CenturyLink cable vault and terminate on the CenturyLink fiber distribution frame (FDF) in CenturyLink's office. QCC shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyLink shall take the fiber from the manhole and terminate it inside CenturyLink's office on the FDF at QCC's expense. In this case the POI shall be at the CenturyLink FDF.

c. **Design Three:** Both QCC and CenturyLink each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. CenturyLink will provide the fibers associated with the "working" side of the system. QCC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the CenturyLink location.

d. The QCC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is QCC's responsibility to provision and maintain.

e. The CenturyLink location includes all CenturyLink FOTs, multiplexing and fiber required to terminate the optical signal provided from QCC. This location is CenturyLink's responsibility to provision and maintain.

f. Pursuant to the mutually agreed upon implementation terms of QCC's Fiber Meet BFR, CenturyLink and QCC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by this Article for the purposes of Interconnection.

g. Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

h. CLEC and CenturyLink will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary

processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by QCC and CenturyLink.

57.10. Responsibilities of the Parties:

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

b. QCC and CenturyLink will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

c. QCC and CenturyLink shall:

1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2. Notify each other when there is any change affecting the service requested, including the due date.

3. Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

57.11. Joint Facility Growth Planning.

a. The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

b. Criteria - Investment is to be minimized.

c. Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described herein are to be deployed in accordance with the Processes described below.

1. In addition to the joint trunk group forecasting established in Article III (Capacity Planning and Forecasts Section), discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

2. Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria, (described within the Interconnection Trunking Requirements Section below), will be used in determining trunk group sizing requirements and forecasts.

3. If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

4. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5. The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

58. INTERCONNECTION TRUNKING REQUIREMENTS

58.1. This Section sets forth terms and conditions for Interconnection provided by CenturyLink and QCC.

58.2. This Section provides descriptions of the trunking requirements between QCC and CenturyLink. The paragraphs below describe the required and optional trunk groups for local and mass calling.

58.3. Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article. A Party will not originate any Local Traffic to the other Party except via the trunk group established for the exchange of Local Traffic.

58.4. One Way and Two Way Trunk Groups

a. One-way trunk groups for ancillary services (e.g., mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where QCC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. The originating Party will have administrative control of one-way trunk groups.

b. The Parties agree that separate two-way trunk groups for Local Traffic, IntraLATA Toll Traffic, VoIP-PSTN Traffic and Jointly-Provided Switched Access Service Traffic shall be established between a QCC switch and a CenturyLink End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where QCC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to QCC shall be the sole responsibility of QCC. For administrative consistency QCC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

58.5. Notwithstanding the above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Article III.

58.6. Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

a. 911/E911 trunks;

b. Mass Calling Trunks, if applicable; and

c. Toll Free Service trunks where QCC provides such service to its customers.

58.7. Direct and Indirect Connection

58.8. Indirect Network Connection

a. Indirect Network Connection in intended only for de minimis traffic associated with QCC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink end offices and a

QCC switch in instances where, and only so long as, none of the triggers set forth in the Direct Network Connection Section (below), of this Article, have been reached.

b. Indirect Network Connection shall be accomplished by CenturyLink and QCC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the CenturyLink end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The POI shall be the existing meet point between CenturyLink and the third party tandem operator. QCC shall be responsible for the Common Transport for Indirect Network Connection.

c. The Parties agree to enter into their own agreements with third-party providers. In the event that QCC sends traffic through CenturyLink's network to a third-party provider with whom QCC does not have a traffic interexchange agreement, then QCC agrees to indemnify CenturyLink for any termination charges rendered by a third-party provider for such traffic.

d. To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Service Traffic on a single trunk group for indirect delivery through a tandem, the originating Party, at the terminating Party's request, will declare Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using ChN or CPN information may be utilized in lieu of PLU, if available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

58.9. Direct Network Connection and Local Point of Interconnection (POI)

a) Unless the parties mutually agree otherwise, a Direct Network Connection and a Local POI shall be established upon occurrence of any of the triggers set forth in this Section. In some cases, multiple POI(s) will be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyLink's service area.

b) A Direct Network Connection shall be established by connecting QCC's network to CenturyLink's network at a mutually agreed upon point on CenturyLink's network within the CenturyLink local exchange. The connection can be established in any of the manners described in the Network Interconnection Methods Section (above) of this Article.

c) The Direct Network Connection point, established in this Direct Network Connection and Local POI Section of this Article, shall also be the Local POI. Each party shall be responsible for establishing and maintaining all facilities on its side of the Local POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

d) Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:

1) QCC has begun serving end users within a CenturyLink local exchange, or has assigned to any end user numbers that are rated to a Rate Center that is within the local calling area of a CenturyLink exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described below.

2) Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $200.00 for one month.

e) A DS-1 trunk equivalency is deemed established in any the following instances:

1) Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .01 Grade of Service based upon application of the Erlang B table

is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.

2) Combined two-way traffic between two single switches of each Party reaches 200,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period.

3) At any point where a traffic forecast prepared (pursuant to requirements of Capacity Planning and Forecasts Section above and/or the Forecasting and Planning Responsibilities language below (within this Interconnection Trunking Requirements Section) indicates that combined two-way traffic between two single switches of each Party will exceed 200,000 minutes of use per month.

4) In any instance where QCC has requested to port a number or numbers associated with an end user customer and it is known that local trunks previously associated with that customer and those numbers equaled or exceeded 24. In any other instance where it can be shown that a customer that QCC is about to serve previously had twenty-four (24) or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to QCC.

5) In any instance where QCC is providing a tandem function then QCC must direct connect to CenturyLink pursuant to the terms of this section. In such as case, QCC must also record and provide billing records for that traffic transiting QCC's switch and terminating to CenturyLink.

f) The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in this Interconnection Trunking Requirements Section has occurred.

g) All traffic received by CenturyLink on the direct End Office trunk group from QCC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. All traffic received by QCC on the direct End Office trunk group from CenturyLink must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch unless otherwise made technically available by CenturyLink. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

h) QCC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. QCC and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyLink requires separate trunk groups ordered from the Access Tariff from QCC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent QCC desires to have any IXCs originate or terminate switched access traffic to or from QCC, using Jointly-Provided Switched Access Service Traffic facilities routed through a CenturyLink access tandem, it is the responsibility of QCC to arrange for such IXC to issue an ASR to CenturyLink to direct CenturyLink to route the traffic.

1) Each Party agrees to route traffic only over the proper jurisdictional trunk group.

2) Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

3) Neither party shall route Switched Access Service traffic over local connection trunks.

4) Notwithstanding the foregoing, Toll VoIP-PSTN Traffic may be exchanged on the same facility as used for trunk groups carrying Local Traffic and ISP Bound Traffic.

58.10. Trunk Groups. The following trunk groups shall be used to exchange local traffic between QCC and CenturyLink.

58.11. Local Interconnection Trunk Group(s) in Each Exchange.

58.12. Direct End Office Trunking. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in this Article.

58.13. Where either Party offers direct or ported local service to end users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.

58.14. High Volume (HV) / Mass Calling (Choke) Trunk Group. If QCC should acquire a HV/Mass Calling customer, i.e., an ISP or a radio station, QCC shall provide written notification to CenturyLink.

58.15. Forecasting and Planning Responsibilities. QCC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Capacity Planning and Forecasts Section above. CenturyLink shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to QCC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. QCC shall provide subsequent forecasts on a semi-annual basis. QCC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyLink and QCC. CenturyLink shall take QCC's forecasts into consideration in its network planning, and shall exercise its best efforts to have available for turn up the quantity of interconnection trunks and facilities forecasted by the QCC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. The semi-annual forecasts shall include:

a) Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

b) A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

58.16. The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

58.17. QCC shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to QCC and QCC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.

58.18. If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.

58.19. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

58.20. CenturyLink shall attempt to meet QCC's requests for interconnection using Currently Available facilities and capacity. CenturyLink shall have no obligation to construct additional facilities or capacity to meet QCC's requests for Interconnection. However, if CenturyLink refuses a QCC request due to lack of facilities or lack of capacity, QCC may request to work with CenturyLink to establish a construction plan, and QCC shall bear all costs associated with engineering and constructing such additional facilities or capacity.

58.21. Notwithstanding the above, if QCC determines to offer local exchange service within a CenturyLink area, EAS to a CenturyLink' area or otherwise assign numbers rated to the CenturyLink exchange, QCC shall provide thirty (30) days written notice to CenturyLink of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

a) Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

b) If QCC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyLink Central Offices, QCC shall provide written notice to CenturyLink to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyLink deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional QCC Central Offices in such local exchange, CenturyLink shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

58.22. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). QCC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in this Article), CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to QCC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

58.23. Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

a) If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

b) Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) Business Days after receipt of the initiating ASR.

c) Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

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

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

58.26. Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in this Article using Design Blocking Objectives stated above.

58.27. Should QCC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard, CenturyLink is not obligated to provide such trunking unless QCC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.

58.28. Trunk Data Exchange.

58.29. Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) Business Days to be utilized for engineering purposes, although with less statistical confidence.

58.30. Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

58.31. Network Management.

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

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

58.34. Temporary Mass Calling. QCC and CenturyLink shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

59. MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

59.1. Following are the terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyLink and QCC.

59.2. Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation. The types of Telecommunications traffic which may be exchanged between QCC and CenturyLink pursuant to this Agreement include Local Traffic, ISP-Bound Traffic, VoIP-PSTN Traffic, IntraLATA Toll Traffic and Jointly-Provided Switched Access Service Traffic.

59.3. Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic, in accordance with Local Traffic Compensation language below (of this Article).

a) For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End User Customers, QCC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, QCC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If QCC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

b) If QCC assigns NPA/NXXs to specific Rate Centers and assigns numbers from those NPA/NXXs to QCC End-Users physically located outside of the Rate Center to which the NPA/NXX is assigned, CenturyLink traffic originating from within the Rate Center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyLink originating Rate Center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyLink to QCC.

c) Further, QCC agrees to identify such VNXX traffic to CenturyLink and to compensate CenturyLink for originating and transporting such traffic to QCC at CenturyLink's tariffed switched access rates. If QCC does not identify such traffic, CenturyLink will, to the best of its ability, determine which whole QCC NPA/NXXs have been so assigned and CenturyLink shall charge the applicable rates for originating access service as reflected in CenturyLink's applicable access tariff. CenturyLink shall make appropriate billing adjustments if QCC can provide sufficient information for CenturyLink to determine the actual jurisdiction of the traffic.

d) If QCC assigns NPA/NXXs to specific Rate Centers and assigns numbers from those NPA/NXXs to QCC End-Users physically located both within and outside of the Rate Center to which the NPA/NXX is assigned, then QCC agrees to work with CenturyLink to develop a PLU factor for the traffic to those QCC End Users physically located within the Rate Center. CenturyLink shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to this Article. Actual call records shall be used in lieu of PLU where such are available. If actual call records are not available, QCC and CenturyLink will jointly negotiate a PLU.

59.4. Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. QCC and CenturyLink agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no

obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.

59.5. When QCC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 911)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

59.6. The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

59.7. Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

59.8. A Party shall not be obligated to compensate any third-party for telecommunications traffic that is inappropriately routed by the other Party.

59.9. VoIP-PSTN Traffic.

59.10. Local VoIP-PSTN Traffic. CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e., the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

59.11. Toll VoIP–PSTN Traffic. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem at each Party's Interstate Access rates. Toll VoIP-PSTN Traffic will be identified as intrastate Intralata Toll Traffic, interstate Intralata Toll Traffic, Intrastate Interlata Toll Traffic, or Interstate Interlata Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e., the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

59.12. Toll VoIP-PSTN Traffic which is Intralata Toll Traffic or Interlata Toll Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor identified herein this Agreement to determine the amount of intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the Contract-PVU factor to any intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rates. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

59.13. The Contract-PVU factor shall be the percentage of total terminating intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU factor, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties.

59.14. Any factors established by the Parties for sections 59.15 and 59.16 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

59.15. The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

59.16. Each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), JIP and destination called party number, etc.), as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's Charge Number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

59.17. Responsibilities of the Parties.

59.18. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

59.19. Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.

59.20. Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities

of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

59.21. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

59.22. Local Traffic Compensation

59.23. The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks.

59.24. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. When the actual usage data in the study indicates that the Local Traffic terminated both directly or indirectly by either Party, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, is more than sixty percent (60%) of the total combined terminated minutes of both Parties for three (3) consecutive months, that Party may notify the other Party by registered letter that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in this Agreement. The written notice must be accompanied by verifiable information supporting the out-of-balance determination, except that such information may alternatively be sent in electronic format at the notifying Party's discretion or the receiving Party's request. Following such notice, billing shall begin and continue for the duration of the Term of this Agreement unless the out-of-balance determination is reversed pursuant to the dispute resolution process or subsequent traffic studies (not more frequent than every 6 months) indicate that the traffic has changed to reflect that neither Party terminates more than 60% of the total traffic.

59.25. End Office Termination Rate. The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

59.26. Billing for Mutual Compensation

59.27. Direct Interconnection

a) Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

b) Where SS7 connections exist between CenturyLink and QCC, unidentified traffic (i.e., without ChN, CPN or JIP) will be handled in the following manner.

1) If the amount of unidentified traffic is less than five percent (5%) of the total traffic, it will be treated as having the same jurisdictional ratio as the identified traffic.

2) If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to Access charges.

3) The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-ChN, CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered.

4) The Parties will coordinate and exchange data as necessary to determine the cause of the ChN, CPN or JIP failure and to assist its correction.

59.28. Indirect Interconnection

a) For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

b) To calculate intrastate toll access charges, each Party shall provide to the other a PLU factor. Each company should calculate the PLU factor on a LATA basis using their originating Local minutes of use. The Parties shall provide a separate PLU for each CenturyLink operating company covered under this Agreement. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

59.29. Audits of usage associated with Reciprocal Compensation shall be performed as specified in the Audit Section of the Agreement.

59.30. The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

59.31. Transit Traffic.

59.32. All references to CenturyLink Tandems in this section pertain only to those locations where CenturyLink currently owns a Tandem and where the CenturyLink End Offices at which traffic is to be exchanged are actually connected to the CenturyLink Tandem. CenturyLink Tandem services are not available 1) at CenturyLink End Offices or 2) to CenturyLink End Offices where the End Offices are not connected to a CenturyLink Tandem.

59.33. Where CenturyLink is a tandem owner, Transit Service is provided by CenturyLink to QCC via ** CLEC's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another QCC, another LEC, or a wireless carrier) that is connected to the Tandem. To the extent that QCC's owns an Access Tandem Switch, as designated in the LERG, QCC may also provide Transit Service to CenturyLink.

59.34. For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic. The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

59.35. CenturyLink will accept Transit Traffic originated by QCC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch. CenturyLink will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch to QCC.

a) To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

b) The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third-party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses.

c) Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

d) The Transit Service Charge, as contained in Article VII, shall apply to Transit Traffic

59.36. When CenturyLink receives an un-queried call from QCC to a telephone number that has been ported to another local service provider, the Transit Service Charge and LNP Query Charge set forth in CenturyLink's applicable tariff shall apply.

59.37. Billing. When direct connection is implemented, CenturyLink shall render to QCC a bill for direct connection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

59.38. Billing Specifications

a) The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

b) Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

c) Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

60. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

Every interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such interconnection or service.

ARTICLE V: MAINTENANCE

61. GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all Interconnection Facilities and trunks provided by CenturyLink under this Agreement. Such maintenance and repair services provided to QCC shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. CenturyLink agrees to respond to QCC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to QCC only to the extent required by Applicable Law.

62. MAINTENANCE & REPAIR PROCEDURES

62.1. CenturyLink shall not respond to maintenance and/or repair calls directly from QCC's End User Customers. QCC shall initiate any and all maintenance and/or repair calls to CenturyLink.

62.2. CenturyLink will provide a single point of contact (SPOC) for all of QCC's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyLink Standard Practices.

62.3. On a reciprocal basis, QCC will provide CenturyLink with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.

62.4. QCC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyLink Standard Practices. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), QCC must first conduct trouble isolation to ensure that the trouble does not originate from QCC's own equipment or network or the equipment of QCC's customer.

62.5. If (a) QCC reports to CenturyLink a trouble, (b) QCC requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then QCC shall pay CenturyLink a charge set forth in CenturyLink's local Tariff. In addition, this charge also applies when the contact as designated by QCC is not available at the appointed time. QCC accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of QCC instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to QCC by CenturyLink. If as the result of QCC's instructions, CenturyLink is erroneously requested to dispatch to a site outside of CenturyLink's company premises ("dispatch out"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to QCC by CenturyLink.

62.6. Should no charges applicable to preceding Section above be documented in CenturyLink's local tariff, then CenturyLink shall determine Time and Materials charges.

63. ESCALATION PROCEDURES

63.1. CenturyLink will provide QCC with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyLink management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyLink Standard Practices.

63.2. On a reciprocal basis, QCC will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

64. EMERGENCY RESTORATION

64.1. QCC may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact QCC End User Customers.

64.2. CenturyLink will establish an SPOC to provide QCC with information relating to the status of restoration efforts and problem resolution during any restoration process.

64.3. CenturyLink shall establish methods and procedures for re-provisioning of all Interconnection Facilities and trunks after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for QCC carry equal priority with CenturyLink TSP services for restoration. CenturyLink will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

65. MISDIRECTED REPAIR CALLS

65.1. For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.

65.2. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

66. PRICING

66.1 Rates and charges for the relevant services provided under this Article are included in this Agreement.

ARTICLE VI: ADDITIONAL SERVICES

67. NUMBER PORTABILITY

67.1. Definitions. For purposes of this Section governing number portability, the following definitions shall apply:

67.2. "Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.

67.3. "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.

67.4. "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

67.5. "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.

67.6. "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.

67.7. "Ten-Digit Unconditional Trigger Method (TDT)" – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

67.8. Number Portability (NP)

67.9. Each Party will provide Local Number Portability and obtain End User Customer authorization in accordance with the Act, and applicable FCC rules, regulations and orders.

67.10. A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyLink Standard Practices and comply with applicable FCC rules, regulations and orders.

a) The LSR will have a requested due date that is not less than the standard provisioning interval..

67.11. For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

67.12. Local Number Portability (LNP) orders may not be expedited.

67.13. The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

67.14. Regardless of the number of Location Routing Numbers (LRNs) used by QCC in a LATA, CenturyLink will route traffic destined for QCC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

67.15. When CenturyLink receives an un-queried call from QCC to a telephone number that has been ported to another local services provider, the Transit Service Charge and NP dip charge found in the applicable tariff will apply.

67.16. Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or QCC.

67.17. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

67.18. Each Party shall become responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.

67.19. Cut-Over Process for Number Porting Orders

67.20. TDT Cut-Overs

a) Both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

b) The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

67.21. Coordinated Hot Cuts (CHC). Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.

a) Pricing for Number Portability Coordinated Hot Cuts (CHCs)

1) When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Article VII.

2) For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

68. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

68.1. Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. §153(46), CenturyLink and QCC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or QCC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

68.2. Pole Attachment & Conduit Occupancy Agreements. QCC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole

attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

69. 911 EMERGENCY SERVICES

CenturyLink is not the provider of 911 service via the selective router and 911 services should be arranged for directly via the applicable selective router provider.

70. DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

70.1. CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the "Directory" or "Directories" as the case may be) in certain CenturyLink local exchange service areas (the "CenturyLink Local Areas").

70.2. Following are the rates, terms and conditions pursuant to which CenturyLink agrees to provide to QCC basic services associated with the Directories such as publication of listings and distribution (the "Directory Services" or "Services") as more particularly described in this herein. These terms are applicable only to hard copy directory books. CenturyLink and QCC may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to amendments to this Agreement and governed by the terms and conditions set forth in this Agreement. No amendment for Additional Services shall be binding unless signed by the Parties.

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

70.4. QCC OBLIGATIONS AND RESPONSIBILITIES

70.5. The following obligations shall be the responsibility of QCC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein:

70.6. QCC shall submit to CenturyLink or, if so elected by QCC to submit an annual data file as provided herein, its designated third party publisher ("Publisher") all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyLink Directory. For purposes of this Agreement, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall QCC provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by QCC without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request ("LSR") or a standalone Directory Service Request ("DSR") or, if to the Publisher, in a data file format as provided herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service guidelines in the CenturyLink Standard Practices, which may be accessed at http://business.centurytel.com//business/Wholesale/. Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

70.7. If providing Listing Information via an LSR or DSR, QCC shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where QCC elects to send an annual data file of Listing Information to the Publisher, QCC shall provide a separate distribution file to the Publisher.

70.8. If required for resolution of a Directory related inquiry, request or complaint received by QCC from its Subscribers, QCC shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process .

70.9. If providing Listing Information via an LSR or DSR, QCC shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.

70.10. If providing Listing Information via an LSR or DSR, QCC shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by QCC to CenturyLink and held in CenturyLink's database.

70.11. QCC will pay charges as set forth in the Pricing Appendix for Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher. Where QCC requests services or work that is outside the scope of that set forth following, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from QCC to undertake such work on QCC's behalf.

70.12. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. QCC shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) Business Days prior to the BOC ("cut-off date"). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more than ten percent (10%) of QCC's listings, QCC will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior BOC. QCC expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event QCC fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and QCC shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to QCC with the time frames required herein and that such Galley Proofs have not been modified after QCC's review. QCC may request additional Galley Proofs with at least one (1) week's advance notice to CenturyLink and at charges as provided in Exhibit B.

70.13. If QCC elects to provide Listing Information via an annual data file to the CenturyLink Publisher, QCC will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of QCC intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as previously agreed upon by the Parties.

70.14. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

70.15. During the Term of this Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

70.16. CenturyLink shall include one standard listing ("QCC Listing") for each Subscriber, at no charge to QCC or QCC's subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink's Directories for a CenturyLink Local Area. Standard QCC Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings.

70.17. Where QCC submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that QCC Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by QCC. In the event that CenturyLink incorrectly publishes the Listing Information of a QCC subscriber(s), through no fault of QCC, CenturyLink shall promptly, but in any event within ten (10) days of notice from QCC, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with QCC to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities, either Party may invoke the Dispute Resolution terms of this Agreement.

70.18. CenturyLink shall make available, at no charge to QCC or its Subscribers, one listing for each QCC business customer under the appropriate heading (if such heading is supplied by QCC) in CenturyLink's applicable classified Directories, such headings and Directories to be determined at CenturyLink's discretion. CenturyLink shall work cooperatively with QCC to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.

70.19. CenturyLink shall include, at no additional charge, QCC critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where QCC offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, QCC must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes QCC's name and logo, telephone numbers for telephone services, billing, and repair services.

70.20. Except as provided below (Submission of Listings for Publication Section), for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers QCC Subscriber Information and interfiled with Listing Information of CenturyLink and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish QCC Subscribers from CenturyLink or other CLEC Subscribers.

70.21. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to QCC or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by QCC. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new QCC Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to QCC's Subscribers an 800 number to use for any Secondary Distribution requirements.

70.22. Except where QCC elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of QCC Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of QCC Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink

and/or its Publisher as set forth above. QCC shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in the Pricing Appendix to this Agreement, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of QCC before engaging in any such work on behalf of QCC.

70.23. Within ten (10) Business Days of a request by QCC, CenturyLink will provide QCC with the appropriate contact information for the CenturyLink directory publisher.

70.24. CenturyLink shall provide notice of Directory Service process or guideline changes to QCC as soon as such change is practicably known to CenturyLink but no less than thirty (30) days prior to the effective date of such change.

70.25. DIRECTORY ADVERTISING

70.26. QCC acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and QCC expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

70.27. COOPERATION

70.28. The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

70.29. SALES AND PUBLISHING PROCEDURES

70.30. CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All QCC listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply QCC with updates concerning publishing schedules and related matters.

70.31. Nothing in this Agreement shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that QCC chooses to provide listings via an annual data file, CenturyLink will notify QCC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the QCC's listings are to be included in the directory publication and distribution.

70.32. SUBMISSION OF LISTINGS FOR PUBLICATION

70.33. QCC may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For each directory market, QCC must choose either the LSR/DSR process or the annual data file method. If at any time QCC wishes to change the methodology used in the previous year's Directory for a specific area, QCC must notify in writing to CenturyLink and the appropriate process will be instituted with the publication of the next publish date of the directory. In no event will this notification be less than one-hundred eighty (180) days before the close date of the affected directory.

70.34. LSR/DSR Option for submitting Directory Listings

70.35. QCC will submit directory listing requests for all listings, additions, changes, deletions via the LSR/DSR Process.

70.36. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all QCC orders on a timeframe at parity with what CenturyLink processes orders for its own retail customers.

70.37. Annual File

70.38. QCC may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file by QCC pursuant to the terms of this Appendix and interfile QCC Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.

70.39. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.

70.40. It is QCC's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by QCC) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date

70.41. QCC will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.

70.42. QCC is responsible for selling its listings to third party requestors if QCC selects the annual data file method.

70.43. There is no charge for the annual data file to be supplied by QCC.

70.44. Description of Services:

- Preliminary Pages
- Critical customer contact numbers for billing, service, repair
- Listing of QCC name and address in alpha order on page(s) titled "Other Telephone Service Providers"
- Directory Listings
- A white pages listing for each published QCC subscriber
- A standard regular listing in classified section of directory for each business
- A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided
- Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of QCC (applies only where the LSR/DSR Process is used by QCC)
- A listing in the appropriate section of the directory for government agencies.
- White Pages Galleys
- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyLink
- Applies only where the LSR/DSR Process is used by QCC
- Copies of Directories
- One copy of telephone directory to QCC at time of publication

- Delivery of directories to QCC subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used
- Directory Service Request
- Service order processing to update, establish or change a directory listing
- Applies only where the LSR/DSR Process is used by QCC

71. DIRECTORY ASSISTANCE

71.1. The Parties acknowledge that CenturyLink is not a Directory Assistance (DA) provider. CenturyLink provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by QCC for DA services to QCC's subscribers also populates the national DA database, then QCC's DA listings have been made available to CenturyLink's subscribers and no further effort is needed by either Party.

72. NETWORK INTERFACE DEVICE

72.1. CenturyLink will provide nondiscriminatory access to either side of the Network Interface Device (NID). CenturyLink shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article VII (Pricing), and such rates and charges shall apply.

72.2. The NID is defined as any means of interconnection of customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User Customer's inside wire. Except in multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User Customer's inside wiring (i.e., on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

72.3. QCC may obtain access to the NID on CenturyLink's network side or the End User Customer's side on a stand-alone basis to permit QCC to connect its own loop facilities to the premises wiring at any customer location. QCC may not connect to or otherwise access the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by QCC will be performed by CenturyLink based on the Time and Material Charges set out in Article VII (Pricing). CenturyLink, at the request of QCC, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article VII (Pricing). QCC may elect to disconnect CenturyLink's Local Loop from the NID on the customer's side of the NID, but QCC shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall QCC connect to either side of the NID unless the CenturyLink network is first disconnected from the NID as set forth in this Article.

72.4. With respect to multiple dwelling units or multiple-unit business premises, QCC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID.

72.5. CenturyLink shall be under no obligation to install a NID in order to enable QCC to interconnect to such NID, but CenturyLink shall make available to QCC any NID that exists at the time QCC seeks interconnections to a NID to serve an End User Customer. The NIDs

that QCC uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.

72.6. In no case shall QCC access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall QCC attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall QCC remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

72.7. QCC may access the End User Customer's side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to QCC's own NID without any charge to QCC being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by QCC in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID.

72.8. Ordering Processes & Provisioning Intervals. The ordering processes and standard provisioning intervals applicable to NIDs made available pursuant to this Article shall be as set forth in the CenturyLink Standard Practices. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyLink provisions the same service to itself.

ARTICLE VII: PRICING

73. GENERAL PRICING

Application of NRCs

Pre-ordering:

"CLEC Account Establishment" is a one-time charge applied the first time that QCC orders any service from a CenturyLink affiliate.

"Service Order Charge" all for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

"Service Order Expedite" applies if QCC requests service prior to the standard due date intervals.

"Coordinated Hot Cut" applies when the LSR (Local Service

Request) requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and QCC to perform the completion of a local service request order.

"Time and Materials" charges apply for non-standard or individual-case-basis work requested by QCC.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

Directory Services Fee Schedule:

Item	Description	Fee
Preliminary Pages	Listing of QCC and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge

Additional Listing or other Directory Listing Services shall be provided at rates set forth in applicable tariffs.

White Pages Galleys	First Galley	No Charge
Ad Hoc	Each Additional Galley	$150.00 ea.
Copies of Directories for Subscribers		No Charge

Directory Service Request (DSR applies when Directory request is made in a separate stand alone submission. If a Directory Request is made on a submission of an LSR, then the LSR charge only applies)

MRC	NRC	CENTURYLINK RATE SHEET		
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$224.07**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$11.67**
		Customer Record Search - Electronic		**$3.23**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.23**
	I0009	Service Order Requests for LSR - Complex		**$41.08**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**
	I0014	2-Wire Loop Cooperative Testing		**$57.22**
	I0015	4-Wire Loop Cooperative Testing		**$70.29**
	I0016	Trouble Isolation Charge		**$73.32**
		Coordinated Conversion (Hot Cut)		
		First Quarter Hour		**$19.32**
		Additional Quarter Hour		**$19.32**
		Custom Handling		
		Expedite Charges per Access Tariff		**Special Access Tariff**
		Time and Materials		**ICB**
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	**MRC**	**NRC**
		2 Wire	**$0.67**	
		4 Wire	**$1.34**	
		Other NID Sizes	**ICB**	
		NID Outside Facilities Connection		**$39.21**
		RECIPROCAL COMPENSATION	**MRC**	**NRC**
		End Office - per MOU	**TBD**	**N/A**
		Tandem Switching - per MOU	**N/A**	**N/A**
		Common Transport - per MOU	**TBD**	**N/A**
		Common Transport for Indirect Network Connection - per MOU	**$0.000023**	
		TOLL VOIP-PSTN TRAFFIC	**RECURRING**	**RECURRING PER MILE**
		Toll VoIP-PSTN Traffic	**CenturyLink's Interstate Access Tariff**	**CenturyLink's Interstate Access Tariff**
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	**0%**	**0%**
		TRANSIT SERVICE	**MRC**	**NRC**

		Transit Service Charge - per MOU	$0.0050	
		DATABASE	MRC	NRC
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		DIRECTORY SERVICES	MRC	NRC
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional) Galley		$150.00
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

LOOP BANDING

T083 CenturyTel of Idaho, Inc.

Exchange Name	CLLI	Band
Leadore	LEDRIDXC	3
North Fork	NFRKIDXC	2
Salmon	SLMNIDXC	1

KEY CODES				
		CenturyTel of the Gem State - Idaho, Inc., ID		
		CENTURYLINK RATE SHEET		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	MRC	NRC
		Account Establishment		$224.07
		CUSTOMER RECORD SEARCH CHARGES	MRC	NRC
		Customer Record Search - Manual		$11.67
		Customer Record Search - Electronic		$3.23
		Data Transmission, per message	$0.00000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		$18.00
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	MRC	NRC

	I0008	Service Order Requests for LSR - Simple		$9.23
	I0009	Service Order Requests for LSR - Complex		$4[illegible]
	I0010	Service Order Requests for DSR - Directory Listing Only		$5.64
	I0014	2-Wire Loop Cooperative Testing		$57.22
	I0015	4-Wire Loop Cooperative Testing		$70.29
	I0016	Trouble Isolation Charge		$73.32
		Coordinated Conversion (Hot Cut)		
		First Quarter Hour		$19.32
		Additional Quarter Hour		$19.32
		Custom Handling		
		Expedite Charges per Access Tariff		Special Access Tariff
		Time and Materials		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	**MRC**	**NRC**
		2 Wire	$0.68	
		4 Wire	$1.35	
		Other NID Sizes	ICB	[illegible]
		NID Outside Facilities Connection		$39.21
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	**MRC**	**NRC**
		End Office - per MOU	TBD	N/A
		Tandem Switching - per MOU	N/A	N/A
		Common Transport - per MOU	TBD	N/A
		Common Transport for Indirect Network Connection - per MOU	$0.000023	
		TOLL VOIP-PSTN TRAFFIC	**RECURRING**	**RECURRING PER MILE**
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate Access Tariff	CenturyLink's Interstate Access Tariff
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	0%	0%
		TRANSIT SERVICE	**MRC**	**NRC**
		Transit Service Charge - per MOU	$0.0050	[illegible]

		DATABASE	**MRC**	**NRC**
		Local Number Portability query (LNP)	**Per interstate tariff**	**Per interstate tariff**
		Toll Free Code query (TFC) - Simple	**Per interstate tariff**	**Per interstate tariff**
		Toll Free Code query (TFC) - Complex Additive	**Per interstate tariff**	**Per interstate tariff**
		Line Information Database query (LIDB)	**Per interstate tariff**	**Per interstate tariff**
		Line Information Database query transport (LIDB)	**Per interstate tariff**	**Per interstate tariff**
		DIRECTORY SERVICES	**MRC**	**NRC**
		Directory - Premium & Privacy Listings	**Refer to Applicable Retail Tariff**	
		Ad Hoc (Each Additional) Galley		**$150.00**

LOOP BANDING T-148 CenturyTel of the Gem State (Idaho)		
Exchange Name	**CLLI**	**Band**
Bruneau-Grasmere Riddle	BRUNIDXC	1
Grasmere-Riddle	GRRLIDXA	1
Grand View	GRVWIDXC	1
Richfield	RCFDIDXC	1

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this Agreement subject to confirmation by Commission approval order.

Qwest Communications Company, LLC d/b/a CenturyLink QCC

By: A4047AF0D2B44F6... Diane Wright DocuSigned By: Diane Wright

Name: Diane Wright

Title: Senior Contract Analyst

Date: 4/10/2013

CenturyTel of Idaho Inc., d/b/a CenturyLink; CenturyTel of the Gem State,Inc., d/b/a CenturyLink;

By: 05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen

Name: L. T. Christensen

Title: Director – Wholesale Contracts

Date: 4/11/2013