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IDAHO PUBLIC  
UTILITIES COMMISSION

February 3, 2011

**VIA OVERNIGHT MAIL**

Mrs. Jean Jewell  
Secretary to the Commission  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

CEN-T-11-01/  
CGS-T-11-01

RE: Interconnection & Reciprocal Compensation Agreement between CenturyTel of Idaho, Inc. d/b/a CenturyLink and CenturyTel of the Gem State, Inc. d/b/a CenturyLink and Verizon Wireless

Dear Mrs. Jewell:

CenturyTel of Idaho, Inc. d/b/a CenturyLink and CenturyTel of the Gem State, Inc. d/b/a CenturyLink (collectively "CenturyLink") hereby submit for approval by the Idaho Public Utilities Commission ("Commission") the enclosed Interconnection and Reciprocal Compensation Agreement ("Agreement") which provides for interconnection and reciprocal compensation between CenturyLink and Verizon Wireless. The 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") and the requirements of Idaho Administrative Code, 31.42.01, Rule 408.

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 thereof) discriminates against a telecommunications carrier not a party to the agreement, or
- the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits that the Agreement provides no basis for either of these findings, and therefore requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CenturyLink has made the terms of the Agreement

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Ms. Jean Jewell  
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available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable the local connection to provide service to, and interconnect with, a greater number of telecommunications customers in Idaho. Expeditious approval of this Agreement will facilitate immediate competition in the telecommunications market.

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

In addition, the Agreement replaces the agreement approved September 22, 2004 in Case Nos. CEN-T-04-1/CGS-T-04-1, Order no. 29598.

Enclosed are an original and three copies of this filing. If you have any questions regarding this matter, please contact me per the information included below.

Very truly yours,



Jackie Phillips  
Regional Manager-Carrier Relations

cc: Legal Department, Verizon Wireless

Enclosures

CEN-T-11-01/COS-T-11-01

**INTERCONNECTION AND RECIPROCAL COMPENSATION  
AGREEMENT**

**FOR THE STATE**

**OF**

**IDAHO**

**By and Between**

**CenturyLink**

**and**

**Verizon Wireless**

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## **Interconnection and Reciprocal Compensation Agreement**

This Interconnection and Reciprocal Compensation Agreement (“Agreement”), dated this 22<sup>nd</sup> day of December, 2010, is entered into by and between the CenturyLink entities listed on the signature page (“CenturyLink”), an Idaho ILEC, and the Verizon Wireless entities listed on the signature page (“Verizon Wireless”), an Idaho CMRS provider (CenturyLink and Verizon Wireless may be referred to individually as a “Party” or collectively as “the Parties”).

WHEREAS, Verizon Wireless is authorized by the Federal Communications Commission (“FCC”) to provide commercial mobile radio service (as defined in Section 1.6, “CMRS”) and does provide such service to its end user customers; and

WHEREAS, CenturyLink is a certified provider of local exchange service; and

WHEREAS, Verizon Wireless terminates local telecommunications traffic that originates from CenturyLink’s subscribers and CenturyLink terminates local telecommunications traffic that originates from Verizon Wireless subscribers; and

WHEREAS, Verizon Wireless provides a point of interconnection in the CenturyLink service areas, or interconnection with CenturyLink’s network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party’s network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

### **1. DEFINITIONS.**

- 1.1. “**Act**” means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.
- 1.2. An “**Affiliate**” of a Party means a person, corporation or other legal entity that, directly or indirectly owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. “**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.

- 1.4. **“Business Day”** means any weekday other than Saturday, Sunday or holiday on which the U.S. Mail is not delivered.
- 1.5. **“Central Office Switch”** means a switching facility from which Telecommunications Services are provided, including but not limited to:
- (a) An **“End Office Switch”** or **“End Office”** is used, among other things to terminate telecommunications traffic to end users subscribers
  - (b) A **“Tandem Switch”** or **“Tandem Office”** is a switching system that connects and switches trunk circuits between and among Central Office Switches, Mobile Switching Centers, and IXC networks. A Tandem Switch can also provide Host Office Switch or End Office Switch functions.
  - (c) **“Mobile Switch Center”** or **“MSC”** is a CMRS switching facility that provides Tandem and/or End Office switching capability.
  - (d) **“Remote End Office Switch”** or **“Remote End Office”** is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission and related functions would reside in a Host Office Switch. Local-switching capabilities may be resident in a Remote End Office Switch.
  - (e) **“Host Office Switch”** or **“Host Office”** is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to other Remote End Offices requiring terminating, signaling, transmission, and related functions including local switching.
- 1.6. **“CMRS”** means Commercial Mobile Radio Service as defined in the Act and C.F.R. § 20.3.
- 1.7. **“Commission”** refers to the state regulatory commission within a state.
- 1.8. **“Common Channel Signaling”** or **“CCS”** means 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.
- 1.9. **“Effective Date”** is the date referenced in the first paragraph of this Agreement, unless otherwise required by the Commission.
- 1.10. **“Interconnection”** is as defined in 47 C.F.R. § 51.5.

- 1.11. **“Interconnection Facilities”**- For CenturyLink, those facilities between CenturyLink Central Office Switch and the POI. For Verizon Wireless, those facilities between the Verizon Wireless MSC and the POI.
- 1.12. **“Local Exchange Carrier” or “LEC”** is as defined in the Act 47 U.S.C § 153(26).
- 1.13. **“Local Exchange Routing Guide” or “LERG”** means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.14. **“Local Traffic”** is telecommunications traffic which originates on one Party’s network and terminates on the other Party’s network within the same Major Trading Area (“MTA”), as defined in 47 C.F.R. § 24.202(a), which includes but is not limited to the CenturyLink mandatory Local Calling Area, as defined in CenturyLink’s local exchange tariffs. For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. Local Traffic excludes Information Service Providers (“ISP”) traffic (e.g., Internet, 900-976, etc.), inter-MTA traffic, and paging traffic.
- 1.15. **“POI” or “Point of Interconnection”** means the point of demarcation where the exchange of traffic and division of operational responsibility between the Parties takes place.
- 1.16. **“PSTN”** means the Public Switched Telephone Network
- 1.17. **“Reciprocal Compensation”** means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier’s network of Local Traffic that originates on the network facilities of the other carrier.
- 1.18. **“Telecommunications Services”** shall have the meaning set forth in 47 USC §153(46).
- 1.19. **“Transit Traffic”** means Local Traffic that is originated on Verizon Wireless’ network and routed through CenturyLink’s network and terminated on a third-party telecommunications carrier’s network, or that is originated on a third-party telecommunications carrier’s network and routed through CenturyLink’s network and terminated on Verizon Wireless’ network.
- 1.20. **“Type 2A Interconnection”** means a trunk interconnection between a CenturyLink Tandem and a Verizon Wireless MSC.
- 1.21. **“Type 2B Interconnection”** means a trunk interconnection between a CenturyLink End Office and a Verizon Wireless MSC.

## **2. RESERVATION OF RIGHTS**

- 2.1. Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.
- 2.2. CenturyLink asserts that it is a “rural telephone company” as that term is defined in the Act, 47 U.S.C. 153. CenturyLink further asserts that. Pursuant to Section 251(f)(1) of the Act, CenturyLink is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyLink has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with Verizon Wireless. CenturyLink’s execution of this Agreement does not in any way constitute a waiver of limitation of CenturyLink’s rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, CenturyLink expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by Verizon Wireless or any other carrier.

## **3. INTERCONNECTION**

- 3.1. General Interconnection Requirements.
  - 3.1.1. The Parties will maintain the existing POIs already established as of Effective Date of this Agreement.
  - 3.1.2. Multiple POI(s) may be necessary to satisfy interconnection requirements.
  - 3.1.3. Verizon Wireless and CenturyLink shall, where applicable, make reciprocally available the required trunk groups to handle different traffic types. Verizon Wireless and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic.
  - 3.1.4. Each Party agrees to route traffic only over the proper jurisdictional trunk group.
  - 3.1.5. The Parties will interconnect their networks via Direct Interconnection or via Indirect Interconnection, as described in sections 3.2 and 3.3. Where a CenturyLink tandem exists, Verizon Wireless must establish a POI at the tandem, as described in Section 3.2.3.
- 3.2. Direct Interconnection



- 3.2.1 The Parties will interconnect their network facilities at mutually agreed upon Points of Interconnection ("POI") on CenturyLink's network in each LATA where Verizon Wireless has an NPA/NXX rated to a rate center within the LATA.
- 3.2.2 End Office Interconnection (Type 2B Interconnection)
  - 3.2.2.1. For End Office Interconnection, the Parties will establish POIs at the CenturyLink End Office.
    - 3.2.2.1.1. If CenturyLink facilities are used to connect the Verizon Wireless network to the POI, each Party is responsible for 50% of the recurring and non-recurring costs of such facilities.
    - 3.2.2.1.2. If CenturyLink facilities are not used to connect the Verizon Wireless network to the POI, Verizon Wireless is responsible for 100% of the costs of such facilities.
  - 3.2.2.2 All traffic received by CenturyLink on a Type 2B trunk group from Verizon Wireless must terminate in the End Office (i.e. no tandem switching will be performed in the End Office). All traffic received by Verizon Wireless on a Type 2B trunk group from CenturyLink must be to an LRN or NPA NXX assigned to the MSC (i.e., no tandem switching will be performed in the MSC).
  - 3.2.2.3 For End Office Interconnection to a Remote End Office, the POI will be the Host Office unless otherwise made available by CenturyLink. All traffic received by the CenturyLink Host Office must terminate to the Host Office or one of its subtending Remote End Offices.
- 3.2.3. Tandem Interconnection (Type 2A Interconnection)
  - 3.2.3.1. For Tandem Interconnection, the Parties will establish POIs at the CenturyLink Tandem Office.
  - 3.2.3.2. Each Party is responsible for all facility costs on its side of the POI.
  - 3.2.3.3. Verizon Wireless shall only deliver traffic over the Type 2A trunk groups to those publicly-dialable NPA NXX codes served by End Offices or MSCs that directly subtend the Tandem Office.

3.2.3.4 CenturyLink shall only deliver traffic over the Type 2A trunk groups to those Verizon Wireless LRNs or NPA NXX codes assigned to the Verizon Wireless MSC connected to the CenturyLink Tandem Office.

3.3. Indirect Interconnection

3.3.1. Indirect Interconnection is the utilization of a third-party carrier's tandem switch for the purpose of exchanging traffic between the Parties. For Indirect Interconnection, the POI is where the network of the third-party carrier's tandem switch is directly interconnected with the terminating Party's network.

3.3.2. Verizon Wireless is responsible for all facility costs to deliver calls originating on its network for termination on CenturyLink's network up to the third-party carrier's tandem switch, as well as any transit charges assessed by the third-party carrier for transiting the call to CenturyLink.

3.3.3. CenturyLink is responsible for all facility costs to deliver calls originating on its network for termination to Verizon Wireless's network up to the third-party carrier's tandem switch, as well as any transit charges assessed by the third-party carrier for transiting the call to Verizon Wireless.

3.4 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third Party provider of SS7 trunks, for connecting Verizon Wireless to the ILEC SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all interchanged traffic irrespective of interconnection methodology. In-band signaling may only be used if CSS/SS7 is not available.

3.5 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).

3.6 CenturyLink agrees that Verizon Wireless NPA-NXXs that have a rate center located in CenturyLink's exchange or mandatory EAS calling area is Local Traffic. Calls to such NPA-NXXs will be rated pursuant to CenturyLink tariffs and treated no less favorably than calls by CenturyLink customers to other NPA-NXX with the same rate center.

4. TRANSIT TRAFFIC

- 4.1. CenturyLink will accept Transit Traffic originated by Verizon Wireless' customers for termination to a third-party telecommunications carrier that is connected to CenturyLink's Tandem Switch. CenturyLink will also transit traffic to Verizon Wireless for termination when the call originates from a third-party telecommunications carrier that is connected to CenturyLink's Tandem Switch.
- 4.2. 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.
- 4.3. The originating carrier is responsible for payment of appropriate charges to the carrier providing the transiting service and to the terminating carrier. Each Party acknowledges that it is the responsibility of the Party originating Transit Traffic to enter into traffic exchange agreements with third-party telecommunications carriers as required by the Act. In the event one Party originates traffic ("Originating Party") that transits the second Party's network ("Transiting Party") to reach a third-party telecommunications carrier with which the Originating Party does not have a traffic exchange agreement, then the Originating Party will indemnify, defend and hold harmless the Transiting Party against any actions or complaints, including any attorneys' fees and expenses, imposed by such third-party telecommunications carrier against the Transiting Party concerning the non-payment of charges levied by such third-party telecommunications carrier for such traffic. In the case of IntraLATA Toll Traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.
- 4.4. 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.

## 5. RATES AND CHARGES.

- 5.1. The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement.
  - 5.1.1. **Facilities.** The rates for facilities provided by CenturyLink are specified in CenturyLink's applicable tariff and shall be billed in accordance with the terms in Section 3.1.
  - 5.1.2 **Network Usage for Local Traffic.** The Parties will bill each other reciprocal compensation for the transport and termination of Local Traffic at the rates set forth in Attachment 1 and by applying the Mobile-to-Land Traffic Ratio in Attachment 1 to the total minutes of Local Traffic. A 70:30 Mobile-to-Land Traffic Ratio indicates that 70% of the total Local Traffic is Verizon Wireless traffic terminating to CenturyLink.

5.1.2.1 Application of the traffic factor for calculating Mobile-to-Land Local Traffic minutes of use is as follows: If Attachment 1 indicates a Mobile-to-Land Ratio of 70:30, the Mobile-to-Land factor is 42.8% (30% / 70%). Verizon Wireless will multiply the Local Traffic minutes of use billed by CenturyLink by the Mobile-to-Land factor to arrive at the Local Traffic minutes to be billed by Verizon Wireless. Parties will bill the appropriate rate(s) for 2A, 2B and/or indirect traffic as specified on Attachment 1.

5.1.3 **Network Usage for Non-Local Traffic.** The Parties contemplate that they may exchange non-local traffic over the Interconnection Facilities provided for under this Agreement. Based upon the unique network arrangements of each Party, as well as the MTA boundaries and state borders within the specific coverage areas served by each Party, the Parties have agreed to InterMTA factors to determine the volume of non-local traffic. Verizon Wireless agrees to pay CenturyLink for InterMTA traffic by applying the InterMTA factor contained in Attachment 1 to the total traffic delivered by Verizon Wireless to CenturyLink over the local trunk groups. Fifty (50) percent of such InterMTA traffic will be billed at CenturyLink's Interstate Switched Access tariff rate and fifty (50) percent will be billed at CenturyLink's Intrastate Switched Access tariff rate.

5.1.4 **Transit Traffic.** For Verizon Wireless' traffic that transits a CenturyLink Network Tandem Switch for termination to a third-party telecommunications carrier's network, Verizon Wireless will compensate CenturyLink for the transiting service at the transit rate contained in Attachment 1.

5.2 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based on conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

## 6. BILLING & PAYMENTS/DISPUTED AMOUNTS

6.1. The Parties will bill each other on a monthly basis. 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), Verizon Wireless and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

6.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period

of time. Each party shall provide the other Party the billing name, billing address, and carrier identification code. ("CIC") of the IXCs that may utilize any portion of either Party's network in an ALLTEL/CenturyLink Meet-Point billing ("MPB") arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

- 6.3 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.
- 6.4 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 forty-five (45) 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.
- 6.5 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 (1 ½%) percent 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 Due 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.
- 6.6 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. 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 Bill Due Date. Failure to file a dispute by the Bill Due Date does not preclude a Party from disputing at a later date and seeking a refund provided that the dispute is filed within one (1) year of the Bill Due Date for such disputed charges. The billed Party may not withhold payment of amounts past the Bill 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 Verizon Wireless 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.

6.6.1 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.

6.7 Effect of Non-Payment.

6.7.1 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 seven (7) 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. 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.

6.7.2 Notwithstanding the 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 and upon the written notification to the appropriate State Commission, disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) calendar 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. 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.

- 6.7.3 Notwithstanding the 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.

## 7. TRUNK PROVISIONING

- 7.1. Capacity Planning and Forecasting. Within ninety (90) calendar days from the Effective Date, the Parties agree to develop joint planning and forecasting responsibilities, which are applicable to the service and facilities. Such planning and forecasting shall be subject to any obligations of confidentiality between the Parties and shall be used solely for planning and forecasting between them. The failure of Verizon Wireless to perform its obligations as specified in this Section 7.1 may affect CenturyLink's ability to meet Verizon Wireless' need for service and facilities. Such responsibilities shall include, but not be limited to, the following:
- 7.1.1. Verizon Wireless and CenturyLink will periodically review network and technology plans and will notify each other no later than ninety (90) days in advance of changes that would impact the other Party's provision of services.
  - 7.1.2. Verizon Wireless will furnish to CenturyLink information that provides for statewide annual forecasts listed by wire center of order activity, in-service quantity forecasts, and facility/demand forecasts.
  - 7.1.3. Verizon Wireless will develop forecasting for traffic utilization over trunk groups and forecasted trunk quantities as set forth in the Agreement.

7.1.4. Verizon Wireless shall notify CenturyLink promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. The Parties' compliance with the requirements of this Section shall not constitute a waiver of any rights or obligations either Party may have under Applicable Law relative to the offering and provisioning of services and facilities.

7.1.5. Trunk Forecasting.

7.1.5.1. Joint Forecasting. The Parties will coordinate joint forecasting of trunk groups in accordance with Section 7.1. Intercompany forecast information will be provided by the Parties to each other on a mutually agreeable schedule and in a mutually agreeable format as appropriate for the Type 2 Interconnection arrangements provided pursuant to this Agreement twice a year. The semi-annual forecasts will include:

7.1.5.1.1. yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

7.1.5.1.2. the use of (i) CLCI, MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number ("TGSN") as described in BR-751-100-195.

7.1.6. Major Network Projects. Description of major network projects that affect the other Party will be provided with the annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Each Party shall make its best efforts to notify the other Party of any network redesigns/reconfigurations that will affect the other Party's facilities sufficiently in advance to enable the affected Party to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their End Users.

7.2. Network Redesigns Initiated by CenturyLink. CenturyLink will not charge Verizon Wireless when CenturyLink initiates its own network redesigns/reconfigurations,

7.3. Trunk Design Blocking Criteria

7.3.1. In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking



objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B, P.01 factor.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

7.4. Trunk Servicing

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

7.4.2. Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

7.5. Verizon Wireless 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.

**8. GENERAL NETWORK MANAGEMENT.**

8.1. Each Party shall construct, equip, maintain, and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

8.2. When ordered by Verizon Wireless and decided by mutual agreement CenturyLink shall provide interconnection circuits of a quality comparable to that provided to any other interconnected Carrier between CenturyLink's switching center and the POI located in CenturyLink's local exchange serving area. The Parties will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

