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UTILITIES COMMISSION

CenturyLink®

September 16, 2016

Via Overnight delivery

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

CGS-T-16-03

Re: Case No.:
Application for Approval of Resale Agreement

Dear Ms. Jewell:

Enclosed for filing are an original and two (2) copies of the Resale Agreement by and between CenturyTel of the Gem State, Inc. dba CenturyLink and dishNET Wireline L.L. C. for the State of Idaho. 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,

Josie G. Addington
Legal Assistant III

/jga

Enclosures
cc: Service List

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYTEL OF THE GEM STATE, INC. dba CENTURYLINK FOR APPROVAL OF THE INTERCONNECTION AGREEMENT WITH dishNET WIRELINE L.L.C. FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e)	**CASE NO.:** CGS-T-16-03 **APPLICATION FOR APPROVAL OF RESALE AGREEMENT**

CenturyTel of the Gem State, Inc. dba CenturyLink ("CenturyLink") hereby files this Application for Approval of Resale Agreement by and between CenturyTel of the Gem State, Inc. dba CenturyLink, CenturyTel of Idaho, Inc. dba CenturyLink and dishNET Wireline L.L.C. for the State of Idaho ("Agreement"). The Agreement with dishNet Wireline L.L.C. ("dishNet") 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
1600 7th Ave., Suite 1506
Seattle, WA 98191
Telephone: (206) 398-2500

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 dishNet 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 16th day of September, 2016.

CENTURYLINK

Lisa A. Anderl
Attorney for CenturyLink

CenturyLink
1600 7th Ave., Suite 1506
Seattle, WA 98191
Telephone: (206) 398-2500

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of September, 2016, I served or caused to be served the foregoing **APPLICATION FOR APPROVAL OF RESALE 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	_____ Hand Delivery _____ U. S. Mail **XX** Overnight Delivery _____ Facsimile _____ Email
Brian McIntyre, VP Product Management DISH Network L.L.C. 9601 S. Meridian Boulevard Englewood, Colorado 80112-5905	_____ Hand Delivery **XX** U. S. Mail _____ Overnight Delivery _____ Facsimile _____ Email
Office of the General Counsel dishNET Wireline, LLC 9601 S. Meridian Boulevard Englewood, Colorado 80112-5905	_____ Hand Delivery **XX** U. S. Mail _____ Overnight Delivery _____ Facsimile _____ Email

Josie Addington

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CenturyLink™

Resale Agreement

By and Between

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

CenturyTel of Idaho, Inc. d/b/a CenturyLink

and

dishNET Wireline L.L.C.

For the State of

Idaho

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This Interconnection Agreement is entered into by and between CenturyTel of the Gem State, Inc. d/b/a CenturyLink, CenturyTel of Idaho, Inc. d/b/a CenturyLink, an ILEC,and dishNET Wireline L.L.C., (CLEC) in their capacity as certified providers of local wireline Telecommunications Service. 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 (ILECs) 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 ILECs shall pertain, in each instance, only with respect to a single, individual ILEC, and shall not be deemed to apply in an aggregate fashion to any of the other ILECs who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. This Agreement covers services in the State of Idaho (State) and only in areas which both Parties are certificated.

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the resale of their Telecommunications Services; and

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 CLEC hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS

1. GENERAL RULES

1.1 Unless the context clearly indicates otherwise, the definitions set forth in this Article of this Agreement shall apply to the entire Agreement and all attachments incorporated by reference herein into this Agreement. A defined term intended to convey the meaning stated in this Agreement is capitalized when used.

1.2 Additional definitions that are specific to the matters covered in a particular Article, attachment or provision may appear in that Article, attachment or provision. To the extent that there is any difference of interpretation between a definition set forth in this Agreement and any definition in a specific Article, attachment or provision, the definition set forth in the specific Article, attachment or provision shall control with respect to that Article, attachment or provision.

1.3 Capitalized terms that are not otherwise defined in this Article or elsewhere within the 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.

1.4 Terms used in a Tariff shall have the meanings stated in the Tariff.

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

1.6 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.

2. DEFINITIONS

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.

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

Access Services: Interstate and intrastate Switched Access Services, Special Access and/or Private Line services, as appropriate.

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.

ACTL: Access Customer Terminal Location as defined by Telcordia.

Advanced Services: Means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized, Packet Switched or other technology that enable users to originate and receive high-quality voice, data, graphics and/or video Telecommunications using any technology.

Affiliate: Shall have the meaning set forth in 47 U.S.C. §153(2); provided, however that EchoStar Corporation and its direct and indirect subsidiaries will not be deemed "Affiliates" of CLEC for purposes of this Agreement.

Applicable Law: 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 relate to the respective rights and obligations of each Party as of the Effective Date (Applicable Rules) or as subsequently revised.

As-Is Transfer (AIT): The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is.

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.

Bill Date: The date when a CenturyLink service is billed and/or invoiced to a customer. The Bill Date is generally the date one (1) day past the billing cycle close date and will appear on any such bill or invoice.

Bill Due Date: The date that payment for a bill or invoice is due. The Bill Due Date shall be the date thirty (30) Days from the Bill Date.

Business Day: Monday through Friday, except for company holidays on which CenturyLink is officially closed for business.

Certificate of Operating Authority: A certification by the State Commission that CLEC 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.

CIC: An acronym for Carrier Identification Code.

CLASS: An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

CLLI Codes: Common Language Location Identifier Codes.

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

Competitive Local Exchange Carrier (CLEC): As defined in 47 U.S.C. §153(32), authorized to provide Telephone Exchange Services or Exchange Access Services in competition with an ILEC.

Custom Calling Features: A set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

Customer Proprietary Network Information (CPNI): Shall have the meaning set forth in 47 U.S.C. §222 and shall also include any additional information specified pursuant to State law.

Customer Service Record (CSR): A record detailing the services to which an End User subscribes from its Telecommunications provider(s).

Customer Service Record Search: A process requested by CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. CLEC must have obtained proper authorization from the End User prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

Day: A calendar day unless otherwise specified.

Default: A Party's violation of any material term or condition of the Agreement, or refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due. A Party shall also be deemed in Default upon such Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party or the failure to obtain or maintain any certification(s) or authorization(s) from the Commission which are necessary or appropriate for a Party to exchange traffic or order any service, facility or arrangement under this ICA, or notice from the Party that it has ceased doing business in this State or receipt of publicly available information that signifies the Party is no longer doing business in this State.

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.

E-911 or Enhanced 911 Service or E911 Service: A telephone system which includes network switching, data base and PSAP premise elements capable of providing ALI data, selective routing, selective transfer, fixed transfer, and a call back number.

Effective Date: The date of Commission approval of the Agreement.

Electronic Interface: Direct access to Operations Support Systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

End User: Any third party retail customer that subscribes to, and does not resell to others, a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein, End User does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, nor any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or their retail customers.

Exchange Access: The offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services).

Exchange Message Interface (EMI): 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.

Federal Universal Service Charge (FUSC): An End User charge that allows a Telecommunications Carrier to recover certain costs of its universal service contributions from its customers.

Federal Universal Service Fund (FUSF): A fund administered by the Universal Service Administrative Company (USAC) into which Telecommunications Carriers pay their FUSF contributions.

Grandfathered Service: A service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

Intellectual Property: Means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all re-issuances, 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: Any actual or threatened claim, action or proceeding relating to Intellectual Property.

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

Interexchange Service: Telecommunications Service between stations in different exchange areas.

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

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

IntraLATA LEC Toll Traffic: means IntraLATA Toll traffic originated by the End Users of CLEC acting in its capacity as a Local Exchange Carrier and not in its capacity as, or on behalf of, an IXC.

ISP-Bound Traffic: For purposes of this Agreement, traffic that is transmitted to an Internet Service Provider ("ISP") who is physically located in an exchange within the same LCA of the originating End User, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

Local Access and Transport Area (LATA): Shall have the meaning set forth in 47 U.S.C. §153(31).

Local Calling Area (LCA): The CenturyLink local exchange area, or mandatory Extended Area Service (EAS) exchanges, as required by a State Commission or as defined in CenturyLink's local exchange Tariffs.

Local Exchange Carrier (LEC): Shall have the meaning set forth in 47 U.S.C. §153(32).

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 and Unbundled Network Elements for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

North American Numbering Plan (NANP): The system of telephone numbering employed in the United States, Canada, and Caribbean countries for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications. NANP also sets rules for calls to be routed across these countries.

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 ten-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Ordering and Billing Forum (OBF): An industry committee functioning under the auspices of the Alliance for Telecommunications Industry Solutions (ATIS).

Operations Support Systems (OSS): The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information.

Party or Parties: Shall mean CenturyLink, as described in the first paragraph of this Agreement, or CLEC depending on the context and no other entity, Affiliate, Subsidiary or assign. "Parties" refers collectively to both CenturyLink and CLEC and no other entities, Affiliates, Subsidiaries or assigns.

Public Safety Answering Point (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.

Selective Router (SR): 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 in immediate or imminent risk of not being able to use the service to which that End User subscribes.

Service Order: An order submitted by CLEC to CenturyLink ordering or changing an Unbundled Network Element, or other services and facilities (including any porting requests) available in accordance with the terms of this Agreement.

Standard Practices: CenturyLink Standard Practices are procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. CenturyLink Standard Practices which may be amended from time to time.

State: The State specified in Preface and Recitals section of 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 or ISP-Bound Traffic or Toll VoIP-PSTN Traffic will be considered Switched Access Service. Switched Access Services includes, without limitation, the following: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 Access Services

Tariff: Any applicable Federal or state Tariff, price list or price schedule of a Party, as amended from time-to-time, that provides for the terms, conditions and pricing of Telecommunications Services. A Tariff filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC. In the event this Agreement refers to a Tariff for a service or arrangement that is not offered, or is no longer offered, under a Tariff, then the reference shall be deemed to refer to an applicable price list or commercial offering.

Telcordia: Means Telcordia Technologies, Inc. which is a leading provider of software and services for the Telecommunications industry, or any successor entity providing the same functions which are referenced in this Agreement.

Telecommunications: Shall have the meaning set forth in 47 U.S.C. §153(50).

Telecommunications Carrier: Shall have the meaning set forth in 47 U.S.C. §153(51). 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 Service: Shall have the meaning set forth in 47 U.S.C. §153(53).

Telephone Exchange Service: Shall have the meaning set forth in 47 U.S.C. §153(54).

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

Time and Material Charges: Charges for non-standard or individual-case-basis work requested by CLEC. "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.

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

Wholesale Service: Telecommunication Services that CenturyLink provides at retail services to subscribers who are not Telecommunications Carriers as set forth in 47 U.S.C. §251(c)(4) which CenturyLink offers to qualified providers at a wholesale rate.

ARTICLE II. GENERAL TERMS AND CONDITIONS

3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

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

4. POSITION OF THE PARTIES

4.1 This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. 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. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

5. INTENTIONALLY LEFT BLANK

6. REGULATORY APPROVALS

6.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

7. EFFECTIVE DATE, TERM AND TERMINATION

7.1 Effective Date. Subject to Section 6.1, this Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

7.1.1 Notwithstanding the above, the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

7.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in

accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

7.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic.

7.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (a "Notice of Termination") at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination. In addition, CLEC may terminate this Agreement at any time prior to the expiration of the Initial Term for its convenience (for any reason or no reason) by providing a Notice of Termination at least ninety (90) Days prior to the effective date of such termination.

7.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection, services or Network Elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between CLEC and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 7.3. 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 Section 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.6 or Section 7.7.

7.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party 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

Interconnection arrangements and the exchange of Local Traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

7.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as 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) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. Following CenturyLink's notice to CLEC of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.

7.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under 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 in compliance with the terms and conditions of this Agreement. The selling or transferring Party shall provide the other Party with at least sixty (60) 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.

7.8 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.

7.9 Predecessor Agreements.

7.9.1 Except as stated in Section 7.9.2 or as otherwise agreed in writing by the Parties.

a. any prior Interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior Interconnection or resale agreement between the Parties for the State pursuant to §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.

7.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §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 subject to 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.

7.9.3 If either Party elects to cancel the service commitment pursuant to the proviso in Section 7.9.2, 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. CLEC CERTIFICATION

8.1 Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a competitive local exchange carrier. CLEC shall not be permitted to establish its account nor place any orders under this Agreement until it has obtained such authorization and provided proof of such to CenturyLink. For the life of this Agreement, CLEC must represent and warrant to CenturyLink that it remains a certified local provider of Telephone Exchange Service within CenturyLink's Local Calling Area(s) in the State. At any time during the life of this Agreement, CLEC will provide a copy of its current Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. CLEC's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC shall be considered a Default of Agreement.

9. APPLICABLE LAW

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

9.1.1 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.

9.1.2 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.

9.1.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required and comply with

Applicable Law in connection with the performance of its obligations under this Agreement

9.2 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 had the opportunity to obtain 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.

9.3 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 Denver, Colorado. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

9.4 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only that specific provision of the Agreement. In all other respects, this Agreement will stand as if such provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If the provision 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 negotiate an amendment to this Agreement 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, initiate Dispute Resolution pursuant to the terms of this Agreement, and any resolution in favor of the affected Party will be considered retroactive to the date Dispute Resolution was initiated. Notwithstanding the above, where the affected provision is held to be invalid, void or unenforceable retroactively by a court of competent jurisdiction, the resolution in favor of the affected Party will be considered retroactive to the same extent, or to the extent specified in the decision or twenty-four (24) months from the date Dispute Resolution was initiated whichever is shorter.

10. CHANGES IN LAW

10.1 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Where a Party provides notice to the

other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date.

10.2 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, arrangement, payment or benefit ("Discontinued Arrangements") otherwise required to be provided to CLEC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, arrangement, payment or benefit. CenturyLink will provide thirty (30) Days prior written notice to CLEC of any such discontinuation, unless a different notice period or different conditions are specified by Applicable Law, in which event such specified period and/or conditions shall apply. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering, and CenturyLink will not provide, new Discontinued Arrangements. The Parties may amend this Agreement pursuant to the Amendment Section following to reflect such change in Applicable Law. If CLEC disputes CenturyLink's discontinuance of such service, facility, arrangement, payment or benefit, the dispute resolution procedures 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 CLEC unless a definitive effective date is specified by Applicable Law.

10.3 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 CLEC 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. 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 this Agreement.

10.4 Notwithstanding any other provision of this Agreement to the contrary, the Amendment Section following shall control. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement. CenturyLink may charge rates to CLEC under this Agreement that are approved by the Commission in

a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision and such ordered rates shall be implemented without the requirement of an Amendment to this Agreement.

11. AMENDMENTS

11.1 Any amendment, modification, deletion or supplement to this Agreement must be in writing, dated and signed by an authorized representative of each Party and filed with the Commission, except for notices of Discontinued Arrangements. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

12. ASSIGNMENT

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

12.2 Except as provided in Section12.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material Default by the requesting Party. For purposes of this paragraph, a Party shall be considered to be in material Default if there are any outstanding undisputed amounts owed that have not been paid by the due date.

12.3 If a Party uses products or services obtained from the other Party under this Agreement to serve End Users, then such Party may not make any sale or transfer of such End User accounts, or any facilities used to serve such End Users, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such End User accounts, or facilities, shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

12.4 If a Party seeks to transfer only a portion of facilities ordered pursuant to this Agreement, while retaining other facilities, then such transfer shall be treated as a disconnection and subsequent activation, subject to applicable disconnection and activation charges for such facilities, including any early termination fees, if applicable.

13. CONFIDENTIAL INFORMATION

13.1 All information which is disclosed by one Party (Disclosing Party) to the other

(Recipient) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, except as provided in Section 13.5 below or as specifically provided elsewhere in this Agreement. Such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC, and where applicable, the rules and regulations of the Commission (Confidential Information).

13.2 Each Party agrees to use Confidential Information only for the purpose of performing under this Agreement, to hold it in confidence, to disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and to safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

13.3 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

13.4 Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13.5 Recipient shall have no obligation to safeguard Confidential Information which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, which becomes publicly known or available through no breach of this Agreement by Recipient, which is rightfully acquired by Recipient free of restrictions on its Disclosure, or which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

13.6 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 five (5) years from the date of the initial disclosure of the Confidential Information.

13.7 Each Party agrees that in the event of a breach of this Section by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

13.8 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in

any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

13.9 Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including without limitation §222 of the Act.

14. CONSENT

14.1 Except as otherwise expressly stated in this Agreement, 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, except where such action is stated to be within a Party's sole discretion.

15. CONTACTS BETWEEN THE PARTIES

15.1 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on the CenturyLink Website, and any updates also will be provided on the Website. Information contained on the Website will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that CLEC may call for all ordering and status inquiries and other day-to-day inquiries at any time during the Business Day. In addition, the Website will provide CLEC with contact information for the personnel and/or organizations within CenturyLink capable of assisting CLEC with inquiries regarding the ordering, provisioning and billing of Interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

16. GENERAL DISPUTE RESOLUTION

16.1 The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 55 shall also apply to the resolution of any billing disputes.

16.2 Alternative to Litigation. Except as provided under §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, 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 resolution procedures shall be used. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

16.2.1 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.

16.2.2 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:

16.2.3 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 (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

16.2.4 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 (by virtue of this stipulation) 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.

16.2.5 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.

16.2.6 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.

16.2.7 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.

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19. ENTIRE AGREEMENT

19.1 This Agreement, including all parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals, and representations, whether written or oral, 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.

19.2 The Parties acknowledge and agree that they have had adequate opportunity to negotiate this Agreement pursuant to a give and take process, and that the inclusion or exclusion of any provisions within this Agreement shall be without prejudice to either Party's right to advocate for different rights or obligations to apply under any circumstances *other than* the exercise and enforcement of and the rights and obligations hereunder. The provisions of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions concerning the matters set forth herein, nor deemed to constitute acquiescence or a waiver by either Party with respect to such matters under any circumstances *other than* the exercise and enforcement of and the rights and obligations hereunder, nor shall either Party be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter in any forum, without any diminishment of such rights based upon the passage of time or any course of conduct which is consistent with the Agreement.

19.3 To the extent this Agreement contains any provisions which are not governed by 47 U.S.C. §251 and which could otherwise be addressed in a separate stand-alone agreement, such inclusion does not subject such provisions to the compulsory arbitration or other provisions of 47 U.S.C. §252, and the Parties do not waive any position they may have with respect to the applicability or non-applicability of such federal statutes to any provisions hereof.

20. FORCE MAJEURE

20.1 In the event that performance of this Agreement, or any obligation hereunder,

is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, unusually severe weather, epidemics or like acts of God, nuclear accidents, power blackouts, 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, 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.

20.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section. Notwithstanding the provisions of Section 20.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement (for the avoidance of doubt, the other Party will not be required to pay for goods or services not provided by the affected Party as a result of a Force Majeure Event unless and until such goods or services are actually provided).

20.3 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.

21. FRAUD

21.1 The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, CLEC's account in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

22. HEADINGS

22.1 The headings and numbering of Sections and Parts in this Agreement are for convenience and identification only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

23. INTELLECTUAL PROPERTY

23.1 CLEC acknowledges that its right under this Agreement to interconnect with CenturyLink's network and to unbundle and/or combine CenturyLink's Unbundled Network Elements (including combining with CLEC's Network Elements) 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.

23.2 CLEC 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.

23.3 Upon written request by CLEC, 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, UNEs, services and facilities to CLEC (Additional Rights and Licenses). CLEC 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 CLEC 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 CLEC 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 CLEC any Unbundled Network Element, product, service or facility to which such Additional Rights and Licenses relate until payment is made. In the event any Unbundled Network Element to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and CLEC, CenturyLink shall reasonably apportion among CLEC 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).

23.4 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.

23.5 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.

23.6 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.

23.7 Except as provided in Section 23.3 and/or Section 25.1, 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.

23.8 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.

24. LAW ENFORCEMENT

24.1 Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, twenty-four (24) hours per day, seven (7) days a week.

24.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process, CenturyLink agrees to work jointly with CLEC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. CLEC shall be responsible for and shall be billed for any charges associated with providing such services for CLEC's End Users.

24.3 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.

24.4 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.

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

25. LIABILITY AND INDEMNIFICATION

25.1 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 (as hereinafter defined).

25.1.1 For purposes of this Section 25, "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 negligent or willful misconduct or omissions;

(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 wrongful disclosure of private or personal matters or material which is defamatory; 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 or the Indemnifying Party's use of any services or facilities obtained from or provided by the other Party under this Agreement;

(ii) any act or omission of the Indemnifying Party's customer(s) or End User(s) pertaining to the services or facilities provided under this Agreement;

(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)).

25.1.2 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.

25.1.3 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.

25.2 Each Party shall indemnify the other Party from all Claims by the indemnifying Party's End Users pertaining to the services or facilities provided under this Agreement.

25.3 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, WHETHER EXPRESS OR IMPLIED, AS TO THE QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES AND PRODUCTS PROVIDED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED

WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE,. 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. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTION OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

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

25.4.1 EXCEPT AS PROVIDED IN SECTION 25.4.2, 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.

25.4.2 The limitation of liability under Section 25.4.1 does not apply to the following:

a. Indemnification under Section 25. 1;

b. Breach of any obligation of confidentiality referenced in this Agreement;

c. Violation of security procedures;

d. Any breach by CLEC of any provision relating to CLEC's access to or use of Operations Support Systems;

e. Failure to properly safeguard, or any misuse of, customer data;

f. Statutory damages;

g. Liability for intentional or willful misconduct;

h. Liability arising under any applicable CenturyLink Tariff;

i. Liability arising under any indemnification provision contained in this Agreement or any separate agreement or Tariff related to provisioning of 911/E911 Services;

j. Each Party's obligations under Section 24 of this Agreement;

k. Section 25.5.2 and/or Section 25.5.4 of this Agreement;

l. Section 35 of this Agreement; and/or

m. Liability arising under any indemnification provision contained in a separate agreement or Tariff related to provisioning of Directory Listing or Directory Assistance Services.

25.5 Miscellaneous Limitations. In addition to the general limitation of liability in this Section 25, the following shall also limit a Party's liability under this Agreement.

25.5.1 Inapplicability of Tariff Liability. Any general liability, as described in a Party's local exchange or other Tariffs, does not extend to the other Party, the other Party's End User(s), suppliers, agents, employees, or any other third parties. Liability of one Party to the other Party resulting from any and all causes arising out of services, facilities, UNEs 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 CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties where CLEC combines or Commingles such components with those components provided by CenturyLink to CLEC,

25.5.2 CLEC Contracts. CLEC shall include language in its future contracts for services provided to third parties and its End Users using products, services, facilities or UNEs obtained from CenturyLink, providing that in no case shall CLEC's suppliers or contractors (including 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 of the possibility of such damages, and CLEC 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, CLEC, CLEC's End User(s), suppliers, agents, employees, or any other third parties.

25.5.3 Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between a Party and any of the other Party's End Users, suppliers, agents, employees, or any other third parties.

25.5.4 No Liability for Errors. CenturyLink is not liable for mistakes in their respective 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).

25.5.5 CenturyLink shall be liable for damage to or destruction of CLEC's equipment and other Premises only if such damage or destruction is caused by CenturyLink's sole negligence or willful misconduct.

26. SUBCONTRACTORS

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

27. INSURANCE

27.1 During the term of this Agreement, CLEC shall, at its own cost and expense, maintain insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII or better and licensed to do business in each state where the services are performed and/or facilities provided by the Parties pursuant to this Agreement. CLEC may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. CLEC will require its subcontractors to maintain proper insurance applicable to the type and scope of work to be performed related to this agreement.

27.1.1 Commercial General Liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate covering bodily injury, property damage, personal and advertising injury, contractual liability and products/completed operations;

27.1.2 Commercial Automobile liability, including all owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage;

27.1.3 Workers Compensation with statutory limits in the state where the services are performed and/or facilities provided by the Parties pursuant to this Agreement including Employer's Liability or "Stop Gap" insurance with limits of not less than $500,000 each accident or disease;

27.1.4 "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within any CenturyLink Premises. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that CenturyLink has no liability for loss of profit or revenues should an interruption of service occur.

27.2 Nothing contained in this Section shall limit CLEC's liability to CenturyLink to the limits of insurance certified or carried.

27.3 CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers,

directors, employees and agents of all such entities will be included as additional insured on the policies described in subsections 27.1.1 and 27.1.2 above. CLEC shall cause its insurers waive their rights of subrogation against CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for all the coverage described above unless such endorsement is prohibited by law or regulation. The coverage described in subsection 27.1.1 will be primary and not contributory to insurance which may be maintained by CenturyLink, but only for the actions of CLEC or those who the CLEC is responsible. Prior to commencement of work under this Agreement and upon renewal of each policy described above, CLEC will furnish to CenturyLink evidence of the insurance required herein.

28. NON-EXCLUSIVE REMEDIES

28.1 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled to under this Agreement or at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

29. RESERVATION OF RIGHTS

29.1 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 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, (c) 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.

30. NOTICES

30.1 Any notices required by or concerning 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; (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; (d) on the date of an email, when such notices are sent to the addresses specified below; or (e) upon sending of such notice with confirmation of successful receipt of the entire transmission (in the case of facsimile transmission).

30.2 Notices conveyed pursuant to this Section shall be delivered to the following

addresses of the Parties or to such other address as either Party shall designate by proper notice,

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

With copy to CenturyLink at the address shown below

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

CLEC at the address shown below:

DISH Network L.L.C.

Brian McIntyre, V.P. Product Management
9601 S. Meridian Blvd.
Englewood, CO 80112-5905
Email: Brian.McIntyre@dish.com
Phone: 303.723.2903 (office)
303.723.3806 (fax)

With copy to

dishNET Wireline, LLC
Office of the General Counsel
9601 S. Meridian Blvd.
Englewood, CO 80112-5905

31. REFERENCES

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

32. RELATIONSHIP OF THE PARTIES

32.1 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.

32.2 Nothing in this Agreement shall make either Party or a Party's employee an 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.

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

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

32.5 Except as provided by Section 26, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

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

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

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

33. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

34. SURVIVAL

34.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section13), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, or termination of this Agreement, shall survive the expiration or termination of this Agreement.

35. TAXES/FEES

35.1 Any State or local excise, sales, or use taxes (defined in Sections 35.3 and 35.4) and fees/regulatory surcharges (defined in Section 35.5) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

35.2 Notwithstanding anything to the contrary contained herein, CLEC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Term of this Agreement. In addition, CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that CLEC's representations to CenturyLink concerning the status of CLEC's claimed tax exempt status, if any, and its impact on this Section 35 are subject to the indemnification provisions of Section 25, which, for purposes of this Section, serve to indemnify CenturyLink.

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

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

35.5 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting

Party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

36. TERRITORY

36.1 This Agreement applies to the territory in which CenturyLink operates as an ILEC in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

36.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 7.7 of this Agreement.

37. THIRD-PARTY BENEFICIARIES

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

38. USE OF SERVICE

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

39. FEDERAL JURISDICTIONAL AREAS

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

40. WAIVER

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

41. WITHDRAWAL OF SERVICES

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

42. TECHNOLOGY UPGRADES

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

ARTICLE III. IMPLEMENTATION

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

43. IMPLEMENTATION PLAN

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

43.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section16.

44. SECURITY DEPOSIT

44.1 CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in material breach of the Agreement.

44.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.

44.3 If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

44.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

44.5 The fact that a security deposit has been made in no way relieves CLEC from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.

44.6 CenturyLink may require an increase in the security deposit when (i) the amount of the deposit currently held by CenturyLink is less than two (2)

months' estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.

44.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

44.7.1 when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; and/or

44.7.2 to the extent permitted by Applicable Laws, when CLEC files for protection under the bankruptcy laws; and/or

44.7.3 to the extent permitted by Applicable Laws, when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; and/or

44.7.4 when this Agreement expires or terminates; and/or

44.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank) fails to meet the terms, conditions, and requirements set forth below in this Section; and/or

44.7.6 CLEC fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.

44.8 If any security deposit held by CenturyLink is applied as a credit toward payment of CLEC's balances due to CenturyLink, then CenturyLink may require CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and CLEC will be considered in breach of the Agreement.

44.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.

44.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:

44.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank) must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.

44.10.2 The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.

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

44.10.4 If CLEC desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

45. START-UP DOCUMENTATION

45.1 CLEC is required to submit to CenturyLink the "CLEC Profile," and other required documentation, as described in the process on the CenturyLink Wholesale Website.

45.2 CLEC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.

46. LETTER OF AUTHORIZATION (LOA)

46.1 To the extent CLEC has not previously done so, CLEC shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers.

46.2 Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained the appropriate authorization required under Applicable Law to change service providers or release of CPNI from the End User.

46.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.

46.4 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period

specified in 47 CFR §64.1120(a)(1)(ii).

46.5 For any prospective CLEC End User, CenturyLink shall provide CLEC with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring CLEC to produce an individually signed LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders.

46.6 The provisioning of CPNI from CenturyLink to CLEC shall be accomplished through the preordering Electronic Interface.

46.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 CFR §64.1120 shall be made available to the other Party within thirty (30) days of a written request for such documents. Failure to produce proper documentation within thirty (30) Days of such request shall be considered a material breach of this Agreement. If a Party fails to provide proper documentation of permission obtained from prospective subscribers for at least ninety five percent (95%) of subscribers whose CPNI has been obtained from the other Party, and if such failure continues for over sixty (60) Days after written notice of the breach, then as an alternative to terminating this Agreement pursuant to Section 7.6 for an uncured Default, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 7.6 if an ongoing Default is not substantially rectified within sixty (60) Days written notice.

46.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, that the sixty (60) Day waiting period for filing a Complaint under Section 16.2.4 shall not apply to such disputes. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other Party shall not be entitled to exercise alternative remedy under Section 46.6 unless the Commission determines otherwise.

46.9 The cure period in Section 7.7 for material Defaults shall not affect either Party's obligation to comply with the requirements of 47 C.F.R. §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) Days.

46.10 CenturyLink will bill CLEC fifty dollars ($50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

ARTICLE IV. OPERATIONAL TERMS

47. STANDARD PRACTICES

47.1 Standard Practices may incorporate by reference various industry, OBF, and other standards referred to throughout this Agreement, which may be implemented to satisfy any CenturyLink obligations under this Agreement.

47.2 If CLEC desires notice of changes made to CenturyLink's Standard Practices, CLEC may make such a request during the Agreement implementation process or at any subsequent time during the term of this Agreement.

48. ESCALATION PROCEDURES

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

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50. CONTACT WITH END USERS

50.1 Each Party at all times shall be the primary contact and account control for all interactions with its End Users, unless otherwise agreed to by the Parties. End Users include active subscribers as well as those for whom Service Order installations are pending.

50.2 CenturyLink shall have no obligation, to accept a communication from a CLEC End User, including, but not limited to, a CLEC End User request for repair or maintenance of a CenturyLink service provided to CLEC.

50.3 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on its CenturyLink Website.

50.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall provide appropriate referrals to potential customers who inquire about the other Party's services or products. The Parties shall not in any way disparage or discriminate against the other Party or that other Party's products and services, and shall not solicit each others' customers during such inquiries, provided however, a Party can answer unsolicited customer questions about products and services of that Party.

50.5 The Parties will not use a request for the other Party's End User information, order submission, or any other aspect of the other Party's processes or services to aid its retail marketing or sales efforts.

50.6 CenturyLink will provide training, on a non-discriminatory basis, for all CenturyLink employees who may communicate, either by telephone or face-to-face, with CLEC End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

50.7 CenturyLink will recognize CLEC as the Subscriber of Record for all Network

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

51. CAPACITY PLANNING AND FORECASTS

51.1 Forecast Requirements for Interconnection

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

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

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

51.2 Format and Content

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

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

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

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

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

51.3 Responsibility of Parties

51.3.1 The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

a. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.

b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume exchanged between the Parties.

51.3.2 In addition to the joint trunk group forecasting established in Section 51.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

51.3.3 Both Parties will perform a joint validation to ensure current Interconnection Facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 64.3.4 will be used in determining trunk group sizing requirements and forecasts.

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

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

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53. ORDERING AND PROVISIONING

53.1 National Exchange Access Center (NEAC)

53.1.1 CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Unbundled Network Elements, features, functions, and resale services.

53.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent,

knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions, capabilities, and resale services.

53.1.3 CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the Parties agree otherwise.

53.2 National Access Service Center (NASC)

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

53.3 Ordering and Provisioning

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

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

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

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

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

53.3.6 To the extent required by Applicable Law, and upon request from CLEC, employing CenturyLink's LSR, CenturyLink will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future,

and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.

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

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

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53.5 Service Order Process Requirements

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

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

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

53.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.

53.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and CenturyLink receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.

53.5.6 CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.

53.5.7 Where CLEC is using a single facility to provide service to multiple End Users, CenturyLink will not disconnect that facility as a result of the following procedures.

53.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

53.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

53.5.10 Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

53.5.11 CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.

53.6 Abandoned Service

53.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.

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

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

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

submission of an order for an additional line.

53.7 Due Date

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

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

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

53.8 Coordination Requests

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

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

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

53.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.

53.8.5 Upon CLEC's request, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable.

53.8.6 Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.

53.9 Subscriber Premises Inspections and Installations

53.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.

53.10 Firm Order Confirmation (FOC)

53.10.1 CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the

appropriate data elements as defined by the OBF standards.

53.10.2 For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.

53.10.3 CenturyLink shall provide to CLEC the date that service is scheduled to be installed.

53.11 Order Rejections

53.11.1 CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.

53.11.2 When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.

53.12 Service Order Charges

53.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials.

53.12.2 If a CLEC End User requests a change, CenturyLink, will, at that time, direct the CLEC subscriber to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.

53.12.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.

53.13 Expedites

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

53.13.2 CenturyLink will not accept expedite requests for LNP orders.

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53.15 Cancellations

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

53.16 Discontinuance of Service (Snap-back Provision)

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

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

53.16.3 Should a CLEC End User subsequently become a CenturyLink customer as a result of this process in Section 53.16, CLEC shall provide CenturyLink with all information necessary for CenturyLink to establish service for the CLEC End User, including, but not limited to, CLEC End User's billed name, listed name, service address, and billing address, and the services being provided to CLEC End Users.

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

54. UNIVERSAL SERVICE FUND

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

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

so that CenturyLink may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

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

55. BILLING AND PAYMENTS/DISPUTED AMOUNTS

55.1 In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in this Agreement, subject to change in law and to the dispute provisions provided herein. CenturyLink may limit or modify the form(s) of payment that will be accepted from time to time. CenturyLink will not accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by CenturyLink.

55.2 CLEC must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in CenturyLink's appropriate FCC Tariff. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide.

55.3 Recurring Charges, other than Usage Charges, for Telecommunications Services provided hereunder are applied on a monthly basis. For billing and crediting purposes, a month is presumed to have thirty (30) days, regardless of the actual Days in a given month.

55.4 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

55.5 To the extent that CLEC orders blocking, CLEC is responsible for blocking charges. If blocking services are not ordered, CLEC will be responsible for all charges for 700, 900, and 976 services, or other services of similar type made by CLECs End Users.

55.6 Billing Specifications

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

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

55.6.3 At the end of the billing period, any remaining fraction shall be

rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds,

55.6.4 Each Party shall calculate terminating MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

55.7 Billing for Access Services will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.

55.8 Upon request by CLEC and to the extent CenturyLink is providing call records for Transit Traffic to other terminating providers served by the same Tandem, CenturyLink will also provide such records to CLEC.

55.9 CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access traffic and Transit Traffic records. CenturyLink will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.

55.10 The Parties will bill each other in a timely manner. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.

55.11 Except for billing pursuant to a Section 16 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.

55.12 Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.

55.13 If the Bill Due Date is a Saturday, Sunday, or has been designated a Federal or bank holiday, payment is due by the next Business Day.

55.14 Any undisputed amount not received by the billing Party by the Bill Due Date,

shall be assessed a late payment charge on the past due balance. The billed Party agrees to pay, a late payment charge of one and one-half percent (1.5%) compounded monthly, provided however that the billing Party shall not charge a late fee which exceeds the maximum amount permitted under any Applicable Laws. Such late payment charges shall be included on the next billing invoice.

55.15 If any portion of an amount billed under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the CenturyLink website. Disputed billing claims shall be submitted no later than the Bill Due Date.

55.15.1 If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges.

55.15.2 Payment of billed amounts that are subsequently disputed after the Bill due Date, or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of such Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.

55.16 If a dispute is resolved in favor of the Billing Party, the billed Party shall pay the disputed charges and any applicable late payment charges in full no later than the next Bill Due Date following resolution of the dispute.

55.17 If the dispute is resolved in favor of the billed Party, the Billing Party will adjust the Billing after the resolution of the dispute and will credit the Billed Party for the granted disputed charges and any associated billed late payment charges.

55.18 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to the Dispute Resolution Section of this Agreement. For purposes of this Section, non-resolution occurs when neither Party agrees whether the billing is incorrect or correct; i.e., when the billing Party has issued neither a correction nor a denial.

55.18.1 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, and the Billed Party does not provide written notice of escalation of the dispute within such timeframe, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges, becomes immediately due.

55.19 Notwithstanding Sections 55.18 and 55.18.1, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating

the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to the Dispute Resolution Section of this Agreement. Such notice may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amounts and all withheld amounts, including accumulated late payment charges become immediately due.

55.19.1 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to the Dispute Resolution Section of this Agreement following a notice of denial under Section 55.11 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement.

55.19.2 Failure by the billed Party to make a timely response to a notice of denial under Section 55.19 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 55.

55.20 Both CLEC and CenturyLink agree to expedite the investigation of any Disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to escalating the billing dispute pursuant to the Dispute Resolution Section of this Agreement.

55.21 A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.

55.22 Effect of Non-Payment

55.22.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 7.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment (or

additional deposit or assurance of payment) from the billed Party, pursuant to Section 44. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

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

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

56. AUDITS

56.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to

billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party) may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

56.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

56.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

56.4 Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 55.12 above.

56.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

56.6 On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing

and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.

56.7 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

57. CENTURYLINK OSS INFORMATION

57.1 Subject to the provisions of this Agreement and Applicable Law, CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for CLEC's internal use for the provision of Telecommunications Services to CLEC End Users in the State.

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

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

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

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

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

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

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

CLEC is complying with the requirements of Applicable Law and this Agreement.

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

57.3.4 All CenturyLink OSS Information received by CLEC shall be destroyed or returned by CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.

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

57.4 The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink End Users provided by Applicable Law.

57.5 CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for CLEC to become the customer's service provider shall be a material breach of this Agreement.

57.6 CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink's OSS services in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in this Article.

57.7 Liabilities And Remedies

57.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 57 and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to CLEC, to suspend or terminate the right to use CenturyLink OSS services granted by Section 57.1 above and/or the provision of CenturyLink OSS services, in whole or in part.

57.7.2 CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 57.7.1, shall not be deemed to be the exclusive remedies for any such breach, but

shall be in addition to any other remedies available under this Agreement or at law or in equity.

57.7.3 Any breach of any provision of this Article by any employee, agent, or contractor of CLEC shall be deemed a breach by CLEC.

57.8 Cooperation

57.8.1 CLEC, at CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services. Such cooperation shall include, but not be limited to, the following:

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

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

57.9 Future Enhancements To CenturyLink OSS Facilities

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

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

58. PROVISION OF USAGE DATA

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

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

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

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

58.1.4 Access records related to long distance calling.

58.1.5 CenturyLink -provided Centrex Service, station level detail.

58.2 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data for information exchange regarding long distance and access billing. To the extent Technically Feasible, each Party shall record all call detail information associated with completed long distance and access calls originated by or terminated by such Party, and long distance calls transited through such Party's network to the terminating provider to the same extent that such Party records such data for its End Users and records for billing of Interexchange carriers. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia EMI standards and the terms and conditions of this Agreement. The procedures and limitations governing bill media, including the availability of secondary media, which are used to transmit the records, and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide. These records shall be transmitted to the other Party on non-holiday Business Days. CenturyLink and CLEC agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.

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

58.4 General Procedures

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

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

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

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

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

58.5 Charges

58.5.1 Access Services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of CenturyLink and CenturyLink shall

directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

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

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

b. Where local usage charges apply and message detail is created to support available services, CLEC will pay CenturyLink for providing such call detail;

c. The Parties will work cooperatively to exchange information to facilitate the billing of Incollect/Outcollect and inter/intra-region alternately billed messages. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

d. CenturyLink shall bill for message provisioning and the provision of usage records.

58.6 Other Billed Charges. CLEC is responsible for all charges incurred by CLEC's End Users.

58.7 Lost Data

58.7.1 Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.

58.7.2 Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in this Section. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

58.7.3 Complete Loss. When CenturyLink is unable to recover data as discussed in this Section, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, demagnetized before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

58.7.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message (ARPM) agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

58.7.5 If the day of loss is not a holiday but one (1) or more of the preceding corresponding days is a holiday, CenturyLink shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

58.7.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), CenturyLink shall use volumes from the two (2) preceding Sundays.

58.7.7 If the loss occurs on Mother's Day or Christmas Day, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

58.8 Testing, Changes and Controls

58.8.1 The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.

58.8.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review and errors must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.

58.9 CLEC Requested Changes

58.9.1 CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.

58.9.2 When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

58.10 Rejected Recorded Usage Data

58.10.1 Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink in their original format.

58.10.2 CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume liability for errors and unguideables caused by CenturyLink.

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

58.11 Data Validation Files

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

a. MSAG

b. Feature/Service Availability by Switch

c. Directory Names

d. Class of Service Codes

e. Community Names

f. Yellow Page Headings

g. PIC/LPIC (InterLATA/IntraLATA)

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

58.12 Usage Recording for Resold Services

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

59. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

59.1 CenturyLink shall have the right to access, use and disclose information related to CLEC End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS) only to the limited extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights under this Agreement and Applicable Law, or is authorized by the CLEC in the manner required by Applicable Law (provided, however any such authorization must, at minimum, be in writing and must be specific as to permissible use).

59.2 Intentionally Left Blank

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61. MAINTENANCE AND REPAIR

61.1 In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.

61.2 CenturyLink shall provide repair, maintenance and testing for all resold Telecommunications Services that CenturyLink is able to test, in accordance with the terms and conditions of this Agreement.

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

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

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

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

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

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

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

ARTICLE V. RESALE

62. LOCAL TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

62.1 All services made available by CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Article II, and Applicable Law. CenturyLink will make available to CLEC for resale to End Users any local Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End Users via its applicable local retail Tariff or other retail Telecommunication Service offerings (hereinafter, "resold services"). Terms, conditions, and use limitations for CLEC shall be in Parity with services offered by CenturyLink to its End Users. The list of services described herein which CenturyLink shall make available to CLEC for resale pursuant to this Agreement is neither all inclusive nor exclusive.

62.2 Resale services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide services for resale, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to CLEC a price quote for the facilities construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End Users. If the price quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

62.3 Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, maintenance, repair or removal, of facilities, equipment, software, or wiring provided by CLEC or CLEC's End Users for use with any resold services.

62.4 CenturyLink and its suppliers shall retain all rights, title and interest in any respective facilities, equipment, software, information, and wiring, used to provide CLEC with resold services under this Agreement.

62.5 When applicable, CenturyLink shall have access at all reasonable times to CLEC customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. CLEC shall, at CLEC's expense, obtain any rights and/or authorizations necessary for such access.

63. GENERAL TERMS AND CONDITIONS FOR RESALE SERVICES

63.1 CLEC as Customer of Record. CLEC will be the customer of record for all resold services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from CLEC for all services ordered.

63.2 Billing. CenturyLink shall not be responsible for the manner in which CLEC bills its End Users. All applicable rates and charges for services provided to CLEC or to CLEC's End Users under this Agreement will be billed directly to CLEC and shall be the responsibility of CLEC regardless of CLEC's ability to collect; including but not limited to toll and third-party charges unless CLEC has taken appropriate actions to restrict CLEC's End Users' ability to incur such charges.

63.3 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End Users, monthly billing to CLEC does not include local calling detail unless CLEC orders and pays for such detail pursuant to the terms and conditions of this Agreement.

63.4 Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

63.5 Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

64. PRICING

64.1 Calculation of the Resale Discount and the Resulting Resale Rate. A discount as shown in Table 1 shall apply to the retail rate of Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law.

64.2 Promotions. CenturyLink will make available for resale those promotional offerings that are greater than ninety (90) Days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyLink will make available for resale those promotional offerings that are less than ninety (90) Days in duration; however, any special promotional rate or other promotional offering will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) Days in duration, CLEC may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, CLEC must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. CLEC shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

64.3 Resale of "As Is" Services. When a CenturyLink End User changes service providers to CLEC resold service of the same type without any additions or changes, the only applicable non-recurring charge will be the LSR Service Order charge.

64.4 Resale with Changes in Services. If a CLEC End User adds features or

6services when the End User changes its resold local service from CenturyLink or another service provider to CLEC, CenturyLink will charge CLEC the normal LSR Service Order charges and/or non-recurring charges associated with said additions.

64.5 End User Contractual Arrangements. CenturyLink will offer for resale its currently existing (signed by an End User) Contract Service Arrangements, Special Arrangements, or ICBs in accordance with FCC and Commission Rules and Regulations. The End User's contractual arrangement with CenturyLink will terminate and any applicable termination liabilities will be charged to the End User. The terms of the terminated CenturyLink Contract Service Arrangement, Special Arrangement or ICB will apply to the respective resold services beginning on the date CLEC commences to provide service to the End User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB.

64.5.1 CenturyLink will bill CLEC the rate in the Contract Service Arrangement, Special Arrangement or ICB until the originally contracted end date for such services.

64.5.2 If CenturyLink does not receive a termination notice for the arrangement from CLEC that specifies termination on the contractual end date, CLEC will have the choice of accepting a new contractual arrangement at then-current terms and pricing or moving to the closest Tariffed or otherwise offered service equivalent. If CLEC does not invoke its choice within 10 Business Days following the end date, then CenturyLink may select either alternative at its discretion. Any change in the rates shall be retroactive to the most recent arrangement end date.

64.5.3 Notwithstanding Section 64.5.2, CenturyLink at its discretion may terminate any contractual arrangement at the specified end date with no obligation to offer any replacement service.

64.6 Nonrecurring Charges. The resale discount, as shown in the Resale attachment of this Agreement, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement, in CenturyLink's applicable retail Tariffs or as otherwise offered on a retail basis.

65. LIMITATIONS AND RESTRICTIONS ON RESALE

65.1 Intentionally Left Blank.

65.2 Cross-Class Selling. CLEC will not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

65.3 Intentionally Left Blank.

65.4 Advanced Telecommunications Services Sold to ISPs. Advanced Telecommunications Services (Advanced Services) sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail internet service offering shall not be eligible for the resale discount under the terms of this Agreement.

65.5 Voice Mail Service. Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink's retail rates; however, no resale discount applies.

65.6 Hospitality Service. CenturyLink will provide all blocking, screening, and other applicable functions available for hospitality lines under Tariff.

65.7 LIDB Administration. CenturyLink will maintain customer information for CLEC End Users who subscribe on a retail basis to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated End Users. CenturyLink will update and maintain CLEC's information in LIDB on the same schedule that it uses for its own similarly situated End Users.

84.7.1 Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink will store the resold number in its LIDB at no charge and will retain revenue for LIDB look-ups to the resold number.

65.8 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to CLEC's End Users by CenturyLink's OS and DA vendors,

65.9 Special Access Services. CLEC may purchase for resale special Access Services; however, no resale discount applies.

65.10 COCOT Coin or Coinless Lines. CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.

65.11 Grandfathered Services. Services identified in CenturyLink Tariffs as Grandfathered in any manner are available for resale only to End Users that already have such Grandfathered Service. An existing End User may not move a Grandfathered Service to a new service location. If an End User's Grandfathered Service is terminated for any reason, such Grandfathered Service may not be reinstalled. Grandfathered Services are subject to a resale discount, as provided in Table 1.

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

65.13 Services provided for CLEC's Own Use. Telecommunications Services provided directly to CLEC for its own use or for the use of its Subsidiaries and Affiliates and not resold to CLEC's End Users must be identified by CLEC as such, and CLEC will pay CenturyLink's retail prices for such services. Use of a CenturyLink service for the transport or consolidation of any CLEC services to multiple End Users shall be considered service provided for CLEC's own use.

65.14 CLEC shall not use resold local Telecommunications Services to provide access or Interconnection services to itself, its Subsidiaries and Affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access

providers (CAPs), or any other Telecommunications providers; provided, however, that CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

65.15 CLEC may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter. CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, CLEC shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to Tariff or special promotion.

66. CHANGES IN RETAIL SERVICE

66.1 CenturyLink will notify CLEC, at the time a Tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyLink offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyLink's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of ninety (90) Days in duration, or the discontinuance or Grandfathering of current features and services. Where CLEC has signed up for or subscribed to CenturyLink's email notification service, CenturyLink also will provide notice to CLEC of such changes by posting the same to CenturyLink's Website, with email notification of such postings.

67. REQUIREMENTS FOR SPECIFIC SERVICES

67.1 E911/911 Services. CenturyLink will use its standard Service Order process to update and maintain the CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 Services on the same schedule that it uses for its own retail End Users. CenturyLink will provide CLEC End User information to the PSAP. CLEC shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by CLEC, and CenturyLink shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

67.1.1 CLEC shall be responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to Applicable Law.

67.2 Suspension of Service. CLEC may offer to resell End User-Initiated Suspension and Restoral Service to its End Users if and to the extent offered by CenturyLink to its retail End Users.

67.2.1 CLEC may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall

make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

a. If CLEC submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.

b. Service Order charges and any applicable Tariff fees will apply to all temporary suspension and restoral requests made by CLEC including disconnection and subsequent reconnection requests for the same End User service.

67.2.2 If CLEC suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of Days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

67.2.3 If CLEC restores its End User, restoral charges will apply, and CLEC will be billed for the appropriate service from the time of suspension.

67.3 End User Retention of Telephone Number. Telephone numbers may not be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

68. PRE-ORDERING AND ORDERING

68.1 CenturyLink will provide pre-ordering and ordering services for resale services to CLEC consistent with CenturyLink's published Standard Practices.

68.2 Telephone Number Assignments. Where CLEC resells service to a new (not currently existing) End User, CenturyLink will allow CLEC to place Service Orders and receive phone number assignments.

68.2.1 When CLEC uses numbers from a CenturyLink NXX, CenturyLink will provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs will remain CenturyLink's responsibility.

68.2.2 CenturyLink will provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC.

68.2.3 In conjunction with an order for service, and only to the extent such are available, CenturyLink will accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and Hunting arrangements, as requested by CLEC.

68.2.4 Number reservations. Number reservations shall only be made available to CLEC for the same time period that CenturyLink offers to its own subscribers pursuant to Tariff or other published terms. CenturyLink reserves the right to cancel any number reservation without notice upon the end of the specified time period.

a. CenturyLink will not accept any number reservations from CLEC if CenturyLink's own subscribers are not offered the ability to reserve numbers.

b. For simple services number reservations and aging of CenturyLink's numbers, CenturyLink will provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, CenturyLink will provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

68.3 Maintenance. CenturyLink will provide repair and maintenance services to CLEC and its End Users for resold services in accordance with the terms set forth in Article IV of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End Users. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a CLEC End User until such time as trouble is reported to CenturyLink by CLEC. CLEC must provide to CenturyLink all End User information necessary for the installation, repair and servicing of any facilities used for resold services as described in the published CenturyLink Standard Practices.

69. ACCESS CHARGES

69.1 CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all Switched Access Service revenues when providing Switched Access Services for CLEC's retail End Users served via resale. When CLEC resells special access to its End Users, CenturyLink is not entitled to any special access revenues from CLEC's End Users.

70. RESALE OF CLEC'S TELECOMMUNICATIONS SERVICES

70.1 CLEC also acknowledges that CLEC is required pursuant to 47 U.S.C. §251(b) to make available its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, CLEC shall provide for resale of CLEC's Telecommunications Services under the same terms and conditions as those that are offered by CenturyLink to CLEC under this Agreement.

71. TAG AND LABEL

71.1 At CLEC's request, CenturyLink will tag and label services terminated at the Network Interface Device (NID). Tag and label may be ordered as a stand

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alone service.

a. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.

b. CLEC must specify on the order form whether each service terminating at the NID should be tagged and labeled.

c. The rates for tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the tag and label charges.

ARTICLE VI. ADDITIONAL SERVICES

72. DIRECTORY ASSISTANCE

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

73. DIRECTORY LISTINGS SERVICE

73.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC End User information for inclusion in Directory Listings databases; and (ii) submit CLEC End User information for inclusion in published directories.

73.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via Electronic Interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.

73.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:

73.3.1 Migrate "As Is". Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

73.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.

73.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

a. "LISTED" means the listing information is available for all directory requirements;

b. "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;

c. "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing,

but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

73.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC End Users who:

73.4.1 Disconnect Service;

73.4.2 Change Local Provider;

73.4.3 Install Service;

73.4.4 Change any service which affects DA information;

73.4.5 Specify Non-Solicitation; and

73.4.6 Change categories from Non-Published, Non-Listed, or Listed.

73.5 The charge for storage and maintenance of CLEC End User information in the DL system is included in the rates where CLEC is buying resold services with respect to specific addresses. If CLEC does not purchase resold services, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.

73.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.

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

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

73.9 Traditional White Pages Listings.

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

73.9.2 When CLEC purchases resold services at a specific address, one basic White pages listing for each CLEC End User is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.

73.9.3 CLEC agrees to provide customer listing information for CLEC's

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

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

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

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

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

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

73.10 Other Directory Services.

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

73.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but

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not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

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

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ARTICLE VII. PRICING

74. GENERAL PRICING TERMS

74.1 All prices under this Agreement are set forth in the attachments designated Table 1 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1, or is not subject to Section 52, CenturyLink will develop a rate consistent with the relevant Section.

74.2 All rates provided under this Agreement shall remain in effect for the term of this Agreement.

75. APPLICATION OF NON RECURRING CHARGES

75.1 Pre-ordering:

75.1.1 "Account Establishment" is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate that is a Party to this Agreement.

75.1.2 "Customer Record Search" applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.

76. NON-RECURRING CHARGES (NRCS) FOR RESALE SERVICES

76.1 NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this attachment, will be charged from the appropriate retail Tariff.

76.2 For subscriber conversions requiring coordinated cut-over activities, coordinated hot cut charges will apply on a per order basis in addition to all other appropriate charges.

77. TO BE DETERMINED (TBD) PRICES

77.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in Table 1 or 2 and there are no corresponding prices or rates in such Table 1 or 2, such price shall be considered TBD.

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

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ARTICLE VIII. MISCELLANEOUS

78. AUTHORIZATION AND AUTHORITY

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

78.2 CenturyLink represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

78.3 CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

79. COUNTERPARTS

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

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SIGNATURE PAGE

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

dishNET Wireline L.L.C.

Signature

Brian Neylon
Name Printed/Typed

EVP – Customer Acquisition and Retention
Title

8/24/16
Date

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

CenturyTel of Idaho, Inc. d/b/a CenturyLink

DocuSigned by:
Diane Roth
766DEF6A149A455...
Signature

Diane Roth
Name Printed/Typed

Director – Wholesale
Title

8/31/2016
Date

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Table 1 - Rates

KEY CODES		CenturyTel - Idaho		Augustr 2016
MRC	NRC	Resale Elements		
		Account Establishment Charge	**MRC**	**NRC**
		Account Establishment		**$0.00**
		Customer Record Search Charges	**MRC**	**NRC**
		Customer Record Search - Manual		**$11.67**
		Customer Record Search - Electronic		**$0.00**
		Resale Discounts	**MRC**	**NRC**
		Resale Discount	**15.86%**	
		Usage File Charges	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000581**	
		Data Transmission, per message	**$0.000000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		Other Charges	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE Loop, Tag & Label / Resale Tag & Label	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$13.07**
		Directory Services	**MRC**	**NRC**
		Directory - Premium & Privacy Listings	**Refer to Applicable Retail Tariff**	
		Ad Hoc (Each Additional) Galley		**$150.00**
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	**$0.00**	