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March 3, 2014

Dr. Burl W. Haar
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101-2147

Via: E-File

Re: In the Matter of the Petition of Hutchinson Telecommunications, Inc. for Arbitration with Embarq Minnesota, Inc., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act

Dear Dr. Haar:

I am enclosing with this letter, on behalf of Hutchinson Telecommunications, Inc., as an initial filing a Petition for Arbitration of Interconnection Agreement and Certificate of Service.

Please don't hesitate me if you have any questions. Thank you for your assistance in this matter.

Sincerely,

/s/Gregory R. Merz

Gregory Merz

GRM/akm
Enclosures

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger
David C. Boyd
Nancy Lange
Dan Lipschultz
Betsy Wergin

Chair
Commissioner
Commissioner
Commissioner
Commissioner

In the Matter of the Petition of Hutchinson
Telecommunications, Inc. for Arbitration with
Embarq Minnesota, Inc., Pursuant to 47 U.S.C.
Section 252 of the Federal
Telecommunications Act

Docket No. _____

CERTIFICATE OF SERVICE

I, Amy K. Milbradt, hereby certify that I have this day, served copies of the *Petition of Hutchinson Telecommunications, Inc. for Arbitration of Interconnection Agreement* upon the person(s) listed below:

Jason Topp
CenturyLink
200 South Fifth Street, Suite 395
Minneapolis, Minnesota 55402

Assistant Attorney General
Office of the Attorney General
Residential Utilities Division
1400 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101

Linda Jensen
Office of the Attorney General
Department of Commerce
1800 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101

by electronic service.

Dated this 3rd day of March, 2014.

/s/Amy K. Milbradt
Amy K. Milbradt

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF MINNESOTA**

Beverly Jones Heydinger	Chair
David C. Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

In the Matter of the Petition of Hutchinson Telecommunications, Inc. for Arbitration with Embarq Minnesota, Inc., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act	Docket No. _____
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**PETITION OF HUTCHINSON TELECOMMUNICATIONS, INC.
FOR ARBITRATION OF INTERCONNECTION AGREEMENT**

Pursuant to 47 U.S.C. § 252(b), Minn. Stat. § 216A.05, and Minn. R. part 7812.1700, Hutchinson Telecommunications, Inc. (“HTI”) requests that the Minnesota Public Utilities Commission (“Commission”) arbitrate the terms of an Interconnection Agreement (“ICA”) between HTI and Embarq Minnesota, Inc. d/b/a CenturyLink (“CenturyLink”).

In support of its Petition, HTI states as follows:

A. Name, address and telephone number of Petitioner and its counsel

1. HTI is a telecommunications carrier under Minn. Stat. § 237.01, subd. 6, authorized by the Commission to provide telecommunications service in Minnesota, including local exchange service. HTI is a Competitive Local Exchange Carrier (“CLEC”).

2. HTI’s address is:

Hutchinson Telecommunications, Inc.
235 Franklin Street
P.O. Box 279
Hutchinson, Minnesota 55350
(320) 234-5264

3. HTI is represented in this matter by its legal counsel:

Gregory R. Merz
Gray, Plant, Mooty, Mooty & Bennett, P.A.
500 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
(612) 632-3257

B. Name, address and telephone number of the other party to negotiations and its counsel

4. CenturyLink is a telephone company under Minn. Stat. § 237.01, subd. 7, authorized by the Commission to provide telecommunications service in Minnesota, including local exchange service. CenturyLink is an Incumbent Local Exchange Carrier (“ILEC”) under the Telecommunications Act. See 47 U.S.C. §251(h). CenturyLink’s address is:

Embarq Minnesota, Inc.
100 South Fifth Street, Suite 1075
Minneapolis, Minnesota 55402

5. CenturyLink is represented in this matter by its legal counsel:

Jason D. Topp
200 South Fifth Street, Suite 395
Minneapolis, Minnesota 55402
(651) 312-5364

C. Brief negotiation history

6. HTI and CenturyLink are currently parties to an ICA that was approved by the Commission on December 5, 2006, in Docket No. P-430, 5561/IC-06-1548, the terms of which were the result of voluntary agreement between the parties on all issues. That agreement had an initial term of three years with automatic renewal for an unlimited number of successive six month terms. HTI and CenturyLink have continued to operate under the current ICA while they negotiate a new ICA.

7. On April 29, 2013, HTI made a Bona Fide Request to CenturyLink requesting negotiations of a successor ICA.

8. In response to HTI's request, CenturyLink, on May 1, 2013, provided HTI with a copy of CenturyLink's "standard template" agreement.

9. HTI proposed revisions to CenturyLink's template that were designed to meet HTI's specific needs. Those proposed revisions included revisions to eliminate services that HTI did not need, to reflect the FCC rules regarding meet-point interconnection arrangements, and to provide for "bill and keep" for transport and termination of traffic, in lieu of reciprocal compensation.

10. The parties have subsequently participated in a number of telephone conference calls for the purposes of reaching a negotiated resolution of the unresolved issues. Those efforts have resolved some, but not all issues. Some of the most important issues remain in dispute.

11. Under the Telecommunications Act, arbitration must be requested during the period from the 135th to the 160th day after the date when the incumbent local exchange carrier receives a request for arbitration. 47 U.S.C. § 252(b)(1). This period is commonly referred to as the "arbitration window." Pursuant the Telecommunications Act, the Commission must conclude the resolution of any unresolved issues not later than nine months after the local exchange carrier received the request for negotiations. 47 U.S.C. § 252(b)(4)(C).

12. On a number of occasions, HTI and CenturyLink have agreed to extend the effective negotiations request date, thereby extending the arbitration window, in order to continue negotiations. Most recently the parties agreed upon a negotiation window from February 5, 2014, to March 1, 2014. See Exhibit A.

D. Date of initial request for negotiations and dates 135 days, 160 days, and nine months after that date

13. By agreement of the parties, the 135th day after the effective date of the HTI's request for negotiations is February 5, 2014, and the 160th day is March 1, 2014. Nine months from the effective date of Embarq's receipt of HTI's request for negotiations is June 24, 2014.

E. Resolved issues

14. The attached proposed ICA (see Exhibit B) reflects the contract language that has been agreed upon and the contract language that remains in dispute. Agreed upon language is reflected in normal type (i.e. black text, no highlighting). For disputed provisions, the parties' respective proposals are indicated by yellow (CenturyLink) and blue (HTI) highlighting.

F. Unresolved issues not submitted for arbitration

15. HTI seeks arbitration of all unresolved issues.

G. Unresolved issues

16. Unresolved issues are show on the accompanying proposed ICA (Exhibit B).

17. Although there are a large number of issues that have not been resolved, from HTI's perspective, there are two categories of unresolved issues that are particularly significant: 1) meet-point interconnection; and 2) defined terms. HTI believes that a resolution of these issues would likely pave the way for a negotiated resolution of most, if not all, of the remaining issues and would substantially narrow the scope of the arbitration.

1. Standard of review

18. The disputed issues in this arbitration must be resolved according to the standards established under Sections 251 and 252 of the Telecommunications Act and the rules adopted by the FCC implementing the Act. Section 251 of the Act provides the minimum standards for CenturyLink in negotiating and providing interconnection to CLECs, including HTI. Under the

Act, CenturyLink must provide interconnection with CLECs that is at least equal in quality to that which CenturyLink provides to itself and “on rates, terms and conditions that are just, reasonable, and nondiscriminatory” 47 U.S.C. § 251(c)(2). Section 252(c) of the Telecommunications Act requires state commissions resolving open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of section 251 of this title, including regulations prescribed by the [FCC] pursuant to Section 251 of this title; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) of this section...

47 U.S.C. § 252 (c).

19. The Commission may also, under its own state law authority, impose additional requirements pursuant to Section 252(e)(3) of the Act, as long as such requirements are consistent with the Act and the FCC’s regulations. 47 U.S.C. §252(e); *Local Competition Order*, ¶¶ 233, 244.

20. The Commission is required to make an affirmative determination that the rates, terms and conditions that it prescribes in the arbitration proceeding for interconnection are consistent with the requirements of Sections 251(b) and (c) and Section 252(d) of the Act. 47 U.S.C. § 252(d).

2. Meet-point interconnection

21. The Telecommunications Act provides that an ILEC must provide interconnection with its network “that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate or any other party to which the carrier provides interconnection.” 47 U.S.C. §251(c)(2). This obligation is sometimes referred to as the parity requirement.

22. Section 251(c)(2) of the Telecommunications Act requires an ILEC to interconnect with a requesting CLEC “at any technically feasible point.” 47 U.S.C. § 251(c)(2).

23. The FCC has determined that technical feasibility is strictly an operational issue and does not include “economic, space or site considerations.” *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 13042 (1996) (“*First Report and Order*”) ¶ 198. Further, the FCC has stated that “the 1996 Act bars consideration of costs in determining ‘technically feasible’ points of interconnection or access.” *First Report and Order* ¶ 199.

24. “[P]reexisting interconnection or access at a particular point evidences that the technical feasibility of interconnection or access at substantially similar point. *First Report and Order* ¶ 198. Further, “[i]f a particular method of interconnection is currently employed between two networks, or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures” *First Report and Order* ¶ 553.

25. Technical feasibility, however, encompasses “more than what is merely practical or similar to what is ordinarily done.” Instead, technical feasibility interconnection includes “interconnection or access [that] requires a novel use of, or some modification to, incumbent ILEC equipment.” *First Report and Order* ¶ 202. In order to establish technical infeasibility, the ILEC must provide evidence showing “[s]pecific, significant and demonstrable network reliability concerns associated with providing interconnection on access at a particular point.” *First Report and Order* ¶ 198. Accordingly, an ILEC may not limit a CLEC’s choice of a point of interconnection to the ILEC’s “standard offerings” or what is “usual” or “typical.”

26. The ILEC bears the burden of establishing that a particular interconnection method or access at a particular point is not technically feasible. *First Report and Order* ¶ 553; *see also First Report and Order* ¶¶ 198 and 205 (“[I]ncumbent LECs must prove to the appropriate state commission that a particular interconnection or access point is not technically feasible.”) Read together, these provisions provide that a CLEC has a right to interconnect with the incumbent’s network at a point that best meets that CLEC’s needs unless the ILEC can show that there are specific, significant and demonstrable network reliability concerns.

27. The FCC has expressly identified “meet point arrangements” as one type of technically feasible interconnection. To that end, the FCC, in its *First Report and Order*, stated, “The Commission concludes that incumbent LECs are required to provide for any technically feasible method of interconnection or access required by a telecommunications carrier, including physical collocation, virtual collocation, and **interconnection at meet points**. *First Report and Order* at ¶ 28 (emphasis added). “Meet point” is used by the FCC to refer to a point, designated by two carriers, at which one carrier’s responsibility ends and other carrier’s responsibility begins. *First Report and Order* at fn. 1332.

28. When parties enter into a meet point interconnection arrangement, each party bears the cost of facilities on its side of the meet point. As the FCC stated:

Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the mutual exchange of traffic, and thus, in general, we believe such arrangements are technically feasible. Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). In a meet point arrangement, the “point” of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on “the local exchange carrier’s network” (*e.g.*, main distribution frame, trunk-side of the switch), and the limited build-out of facilities from that point may then constitute an accommodation of interconnection. In a meet point arrangement each party pays its portion of the costs to build out the facilities to the meet point. We believe that, although the Commission has

authority to require incumbent LECs to provide meet point arrangements upon request, such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3). New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement.

First Report and Order ¶ 553.

29. HTI has proposed language to be included in the ICA that would permit meet point interconnection in the manner specified by the FCC's *First Report and Order* and rules implementing the Telecommunications Act. Thus, HTI's proposed contract language includes the definition of "meet point interconnection arrangement" that is contained in the FCC's rules, specifically including the requirement that each party would bear the costs of facilities on its side of the meet point. Consistent with the *First Report and Order*, HTI seeks meet-point interconnection for the purpose of exchanging traffic and enabling HTI customers to call, and receive calls from, CenturyLink customers and not for the purpose of accessing unbundled network elements.

30. CenturyLink's proposed ICA language, in contrast, seeks to significantly limit the availability of meet point interconnection. Thus, for example, CenturyLink would limit meet point interconnection to one specific architecture: Mid Span Fiber Meet. Additionally, CenturyLink opposes the requirement, which is based directly on the FCC's *First Report and Order*, that CenturyLink bear the costs of facilities to its side of the meet point. Further, according to CenturyLink's proposed contract language, the construction of new facilities for a Mid Span Fiber Meet "is only applicable when traffic is roughly balanced." None of these limitations are supportable under the *First Report and Order*.

31. HTI has proposed ICA language that, consistent with the FCC's implementation of the Telecommunications Act, would permit it interconnection at any technically feasible point on the CenturyLink network, including but not limited to CenturyLink handholes or manholes, CenturyLink controlled environment vaults, CenturyLink Central Offices, and third party locations, such as carrier hotels, where CenturyLink has established facilities for the purpose of interconnection with the other carriers. CenturyLink performs cross-connects for itself and for its affiliates at each of these locations and, accordingly, each is presumptively technically feasible. HTI's proposed language would also require CenturyLink to disclose, in fifteen days, all locations in the LATA where CenturyLink has established facilities interconnection with a third party carrier. Such information is readily available to CenturyLink, so there would be no burden associated with providing it, and is necessary for HTI to have the same ability to interconnect with CenturyLink as CenturyLink provides to its affiliates (i.e., "parity").

32. CenturyLink, contrary to the FCC's directives regarding technical feasibility and parity, has rejected HTI's proposed language. CenturyLink would, instead, limit the Point of Interconnection ("POI") to an interconnection trunk established at the CenturyLink switch. The Telecommunications Act simply does not permit the ILEC to dictate to the CLEC how and when it may interconnect in this manner.

3. Defined terms

33. Part A, Section 1, of the ICA sets forth a number of specifically defined terms that are used elsewhere in the ICA. The parties dispute regarding defined terms concerns, primarily, terms for which the FCC has already provided a definition. For those terms that have already been defined by the FCC, HTI proposes using the FCC definition. CenturyLink, however, has rejected using the FCC's definition of these terms in favor of its own unique definition.

Adoption of the FCC’s definitions as part of the ICA is appropriate because it will provide for greater certainty and help to avoid future disputes. Many of the issues relating to defined terms are closely related to the parties’ disagreements relating to meet point interconnection and bill-and-keep compensation. Key defined terms that remain in dispute are set forth below.

a. Non Access Telecommunications Traffic

34. HTI has proposed that the term “Non Access Telecommunications Traffic” “shall have the meaning given in 47 CFR 51.701(b). See ICA, Section __. For the purposes of this agreement Non-Access Telecommunications Traffic includes Local Traffic, Local VoIP-PSTN Traffic, and ISP-Bound Traffic, which is not VNXX Traffic.”

35. The FCC defines “Non-Access Telecommunications Traffic” to mean:

- (1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (*see* FCC 01–131, paragraphs 34, 36, 39, 42–43); or
- (2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter.

47 C.F.R. § 51.701(b). Because agreed-upon language regarding the scope of the agreement excludes Mobile Wireless Service traffic from the agreement (see ICA, Section 2.1), only subpart (1) of this definition applies.

36. HTI’s proposed language uses the term “Non-Access Telecommunications Traffic” throughout the agreement to refer to the traffic to be exchanged pursuant to the agreement.

37. CenturyLink proposes using the terms “Local Traffic” and “ISP-Bound Traffic” instead of “Non-Access Telecommunications Traffic.” CenturyLink’s articulated rationale for its position is its concern that another company that might later seek to opt in to the agreement

might attempt to use the agreement for the purpose of exchanging CMRS traffic. CenturyLink's purported concern is a red herring, however, because, as already noted, agreed-upon language specifically excludes CMRS traffic.

38. The use of the FCC-defined term is significant not only because it will provide greater certainty in the interpretation and application of the ICA, but because of the interrelationship between this issue and the issue of bill-and-keep intercarrier compensation. The FCC uses the "Non-Access Telecommunications Traffic" as part of its reform of the intercarrier compensation rules. *See* ICC Order at Appendix A, ¶ 22. HTI believes that CenturyLink's refusal to adopt the FCC's terminology in this regard relates to CenturyLink's desire to avoid the FCC's *ICC Order* regarding bill-and-keep compensation.

b. Meet Point Interconnection Arrangement

39. HTI has proposed that "Meet Point Interconnection Arrangement" to mean "an arrangement by which each telecommunications carrier builds and maintains its network to a Meet Point." This definition is taken directly from the FCC's rules. *See* 47 C.F.R. § 51.05.

40. Instead of the FCC-defined term "Meet Point Interconnection," CenturyLink proposes the term "Mid-Span Fiber Meet," which it then uses to limit the interconnection options available under the ICA in a manner not consistent with the FCC's rules. *See, supra*, ¶¶ __.

c. Local Interconnection Trunk Group

41. In a number of sections of the ICA, CenturyLink proposes using the acronym "POI" (i.e, Point of Interconnection) where the accurate term would be Local Interconnection Group. *See, e.g.*, Section 39.1.

42. The parties have agreed upon the definition of Point of Interconnection as follows:

“Point of Interconnection” (“POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for local interconnection of their networks. Each POI also establishes the demarcation point to delineate each Party’s financial obligations for facility costs.

43. CenturyLink’s proposed language would require, for example, that HTI establish a Point of Interconnection at the CenturyLink switch, contrary to the FCC’s rules, which allow the CLEC broad latitude to determine the Point of Interconnection, limited only by technical feasibility. *See, supra*, ¶¶ __. CenturyLink’s proposed language would impose unnecessary costs and inefficiencies on HTI. *See, In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, 16 FCC Rcd. 9610, *9650-51, 2001 FCC LEXIS 2339 (April 27, 2001) (“[A]n ILEC must allow a requesting telecommunications carrier to interconnect at any technically feasible point, including the option to interconnect at a single POI per LATA.”); *Mountain Communications, Inc. v. Federal Communications Commission*, 355 F.3d 644, 645 (6th Cir. 2004).

44. Although HTI has no objection to establishing additional trunking, to the extent that traffic volumes warrant it, such trunking is not the equivalent of a Point of Interconnection as that term has been used by the FCC and as it is defined in the ICA.

H. Proposed contract language

45. Exhibit B reflects the language being proposed by the parties with respect to each issue remaining in dispute.

I. Explanation of Petitioner’s position

46. HTI’s position with respect to meet point interconnection and defined terms is summarized above at Paragraphs 21 through 44. HTI’s position will be addressed on a Disputed

Issues Matrix to be prepared by the parties as well as pre-filed testimony sponsored by HTI pursuant to the procedural schedule to be entered in this matter.

J. Terms and conditions recommended by Petitioner

47. The terms and conditions recommended by HTI are set forth on the accompanying draft ICA (Exhibit B).

K. Proposed implementation schedule

48. HTI requests that the ICA be implemented by the parties as soon as it is approved by the Commission.

L. Additional information to be provided

49. To the extent that CenturyLink seeks, in this proceeding, to have the Commission impose rates for reciprocal compensation for transport and termination of traffic, it must provide all cost studies and other cost support for its proposed rates.

50. HTI anticipates that it will propound information requests but has not yet formulated any specific requests.

M. Proposed ICA

51. See Exhibit B.

N. Documentation

52. HTI intends to submit written legal argument, pre-filed written testimony, and other evidence in support of its positions, consistent with the procedures established by the Commission for ICA arbitration proceedings and the procedural schedule to be established.

O. Procedure recommendations

53. HTI believes that the two key issues outlined above: 1) meet point interconnection, and; 2) defined terms may be resolved as a matter of law. HTI requests that

these issues be determined on an expedited basis, based on legal briefing to be submitted by the parties. HTI believes that an expedited resolution of these issues is likely to result in the resolution of many other issues and substantially narrow the scope of the issues remaining to be arbitrated.

P. Request for protective order

54. HTI believes that confidential trade secret or otherwise nonpublic information may be exchanged between the parties and/or offered into the record, making a protective order necessary. HTI anticipates that a protective order in the standard form for matters before the Commission will be entered pursuant to a stipulation of the parties.

Q. List of witnesses and exhibits

55. HTI anticipates that its main witness in this matter will be Thomas Burns of the Olsen Thielen accounting firm, who has acted as HTI's chief negotiator. HTI has not yet determined what documentary evidence or witness testimony it may seek to offer, including, but not limited to, for purposes of rebuttal, if needed.

R. Request for consolidation

56. HTI does not request consolidation of this matter with any other matter.

Request for Relief

HTI requests that the Commission arbitrate the unresolved issues between HTI and CenturyLink in accordance with Sections 251 and 252 of the Telecommunications Act and Minn. R. part 7812.1700. HTI further requests that the Commission approve an interconnection agreement with CenturyLink that includes all of the terms agreed to by the parties and the terms proposed by HTI with respect to any disputed issue.

Dated: March 3, 2014

GRAY, PLANT, MOOTY, MOOTY
& BENNETT, P.A.

By: /s/Gregory R. Merz
Gregory R. Merz

500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Telephone: (612) 632-3257
Facsimile: (612) 632-4257
Gregory.merz@gpmlaw.com

GP:3608456 v1

Exhibit A

Merz, Gregory R.

From: Merz, Gregory R.
Sent: Friday, January 31, 2014 11:25 AM
To: 'Topp, Jason D'
Subject: RE: 30-day extension

Jason, as we discussed, I will be representing Hutchinson Telecom in connection with the arbitration with Embarq, substituting for Dan Lipschultz. This will confirm HTI's agreement to a 30-day extension of the arbitration filing window, as set forth in Ms. Mackay's correspondence attached to your email. Because March 1 falls on a Saturday, the deadline for filing will actually be on the next Monday, March 3.

Additionally, it is my understanding that you will be checking on the availability of your negotiating team for a meeting next week.

Gregory Merz
Attorney

Gray Plant Mooty
500 IDS Center
80 South Eighth Street
Minneapolis, MN USA
55402

Phone: 612.632.3257
Fax: 612.632.4257

Gregory.Merz@gpmlaw.com

-----Original Message-----

From: Topp, Jason D [<mailto:Jason.Topp@CenturyLink.com>]
Sent: Friday, January 31, 2014 11:08 AM
To: Merz, Gregory R.
Subject: FW: 30-day extension

-----Original Message-----

From: Mackay, Lynda A
Sent: Monday, January 27, 2014 8:41 AM
To: tgburns@otcpas.com; Nodland, Jeff; Topp, Jason D
Subject: re: 30-day extension

Tom-

I understand we are going to be receiving a proposal from your attorney to address the key issues, and hopefully move us towards settlement on the outstanding issues.

As such, we are proposing a 30-day extension to allow the parties time to resolve the outstanding issues and hopefully reach a settlement/final agreement.

A 30-day extension would now render Day 160 as March 1, 2014.

Please let me know if this is agreeable to you.

Thank you,

Lynda

NOTICES: Pursuant to the rules of professional conduct set forth in Circular 230, as promulgated by the United States Department of the Treasury, unless we expressly state otherwise in this communication, nothing contained in this communication was intended or written to be used by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Code of 1986, and it cannot be used by any taxpayer for such purpose. No one, without our express prior written permission, may use or refer to any tax advice in this communication in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement relating to any one or more taxpayers.

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Lynda A. MacKay

CenturyLink
5454 W. 110th St.
Overland Park, Kansas 66211
Voice (913) 345-6266

January 27, 2014

Tom Burns
Olsen Thielen & Company, Ltd.
2675 Long Lake Road
St Paul, MN 55113

Re: *Extension letter for Negotiating a Traffic Exchange Agreement with Hutchinson ("Agreement")*

Dear Mr. Burns:

Section 47 U.S.C. 252 of the Telecommunications Act specifies a period of 135 days from the initial date of request for negotiation of an Interconnection Agreement between the parties. The period from Day 135 to Day 160 is designated as the window for filing for arbitration in the event there are any unresolved issues between the parties. In order to continue negotiating the Traffic Exchange Agreement issues in good faith, both parties agree that an additional thirty (30) days would be beneficial towards negotiating and settling the remaining issues in the Traffic Exchange Agreement. Accordingly, the additional thirty (30) days now renders Day 135 as February 5, 2014 and Day 160 is March 1, 2014 for the purpose of filing for arbitration in the event the parties are unable to resolve all the remaining issues in the Traffic Exchange Agreement.

You may respond via e-mail to acknowledge your agreement with this 30-day extension.

I understand we are going to receive a proposal from your attorney to settle the key issues, and we look forward to seeing that, and continuing to negotiate in good faith.

Please contact me if you have any questions or concerns.

Sincerely,

Lynda A. MacKay
CenturyLink

Exhibit B



**INTERCONNECTION AND TRAFFIC EXCHANGE
AGREEMENT
FOR THE STATE OF MINNESOTA**

Effective Date:
End Date:

Hutchinson Telecommunications, Inc.

and

Embarq Minnesota Inc. d/b/a CenturyLink

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This will need to be updated once final agreement completed.

INTERCONNECTION AND TRAFFIC EXCHANGE AGREEMENT

This Interconnection and Traffic Exchange Agreement (the "Agreement"), dated this [REDACTED] day of [REDACTED], is entered into by and between Hutchinson Telecommunications, Inc. ("CLEC"), and Embarq Minnesota Inc. d/b/a CenturyLink ("CenturyLink"), to establish the rates, terms and conditions for local interconnection and traffic exchange.

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Minnesota.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and CenturyLink hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

"911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Access Services" refers to interstate and intrastate switched access and private line transport services.

"Act" means the Communications Act of 1934, as amended.

"ACTL" means Access Customer Terminal Location as defined by Telcordia.

"Affiliate" is as defined in the Act.

"Automated Message Accounting" ("AMA") is 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 as GR-1100-CORE which defines the industry standard for message recording.

"Automatic Location Identification" ("ALI") means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

"Automatic Location Identification/Data Management System" ("ALI/DMS") means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

"Automatic Number Identification" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.

"Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all CenturyLink holidays.

"Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. CenturyLink's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

"Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing CenturyLink network equipment that is under the control of CenturyLink and for which CenturyLink has the right to grant access and/or occupation by third parties.

"Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:

"End Office" or "End Office Switch" ("EOs") are switches from which end user Telephone

Exchange Services are directly connected and offered.

“**Tandem Office Switches**”, “**Tandem**,” and “**Tandem Switching**” are switches that are used to connect and switch trunk circuits between and among Central Office Switches.

“**Remote Switches**” are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or Control Office.

“**CIC**” - an acronym for Carrier Identification Code.

“**CLLI Code**” means common language location identifier code, as defined by Telcordia.

“**Commission**” means the Minnesota Public Utilities Commission.

“**Common Channel Signaling**” (“**CCS**”) is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

“**Common Transport**” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in CenturyLink’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

“**Confidential and/or Proprietary Information**” has the meaning set forth in Section 14.

“**Control Office**” is an exchange carrier center or office designated as the Party’s single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

“**Customer Proprietary Network Information**” (“**CPNI**”) is as defined in the Act.

“**Day**” means calendar day unless otherwise specified.

“**Demarcation Point**” is that point on the facility where CenturyLink’s control of the facility ceases, and the End User Customer’s control of the facility begins.

“**Direct Trunked Transport (DTT)**” is a DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CLEC’s Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.

“**Effective Date**” Is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.

“**Electronic Interface**” means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

“**Emergency Response Agency**” is a governmental entity authorized to respond to requests from the public to meet emergencies.

“**Exchange Message Interface System**” (“**EMI**”) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).

“**End Date**” is the date this Agreement terminates as referenced in Section 5.

CTL Proposed Language

“**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.

HTI Proposed Language

"End User"- Any third party retail customer that subscribes to a Telecommunications Service provided by the either Party or a third party. 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.

"Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

"FCC" means the Federal Communications Commission.

"Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.

CTL Proposed Language

"Indirect Network Connection"- a method of interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

HTI Proposed Language

"Indirect Network Connection"- a method of interconnection for the exchange of traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

"Information Services" shall have the meaning defined in 47 CFR §153(20).

"Information Service Traffic"- Traffic delivered to or from an Information Service Provider for the provision of Information Service. ISP-Bound Traffic is a subset of Information Service Traffic.

"Interexchange Carrier" ("IXC") means a provider of interexchange Telecommunications Services.

"Interexchange Service" shall mean 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.

CTL Proposed Language

“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.

HTI Proposed Language

“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 by the Commission

“IntraLATA LEC Toll Traffic” - Means IntraLATA Toll traffic originated by the End Users of a Party 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 the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001).

“Jointly Provided Switched Access Service Traffic”- Traffic where both CenturyLink’s network and CLEC’s network are used to originate Switched Access Service traffic by an End User to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink’s network and CLEC’s network are used to terminate Switched Access Service traffic delivered by an IXC to an End User.

“Line Information Data Base” (“LIDB”) means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by CenturyLink and other entities and validation for collect and billed-to-third services.

CTL Proposed Language

“Local Calling Area” or (“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.

HTI Proposed Language

“Local Calling Area” or (“LCA”) - means a local exchange area, or mandatory Extended Area Service (EAS) exchanges, as required by a State Commission.

“Local Calling Platform” (“LCP”) refers to a service that provides originating end users the opportunity to call a telephone number (NPA-NXX-XXXX) to reach an intermediate platform that allows the caller to dial additional numbers for the purpose of ultimately completing the call to a number having an NXX Code associated with a Rate Center (as set forth in the LERG) that is different from the Rate Center associated with the telephone number of the intermediate platform, and thereby permits the two-way transmission of information between the end user who originated the call and the end user to whom the ultimate telephone number dialed is assigned.

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

“Local Interconnection Entrance Facility” is a DS1 or DS3 facility that extends from CLEC’s Switch location or other CLEC Premises to the CenturyLink Serving Wire Center for that CLEC Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

“Local Interconnection Trunk or Local Interconnection Trunk Group” - One-way or two-way trunks or trunk groups used to exchange Local Traffic between a switch of one Party and a switch of the other Party.

“Local Number Portability” (“LNP”) means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. **“Local Exchange Routing Guide (LERG)”**- The Telcordia Technologies reference customarily used to identify NPA NXX routing and homing information, as well as equipment designation.

“Local Service Request” (“LSR”) means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

CTL Proposed Language

“Local Traffic” for the purposes of this Agreement the Parties shall agree that **“Local Traffic”** means traffic (excluding ISP-Bound Traffic and Commercial Mobile Radio Service “CMRS” traffic) that is physically originated and physically terminated within CenturyLink’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

HTI Proposed Language

“Local Traffic” for the purposes of this Agreement the Parties shall agree that **“Local Traffic”** means traffic (excluding ISP-Bound Traffic and Commercial Mobile Radio Service “CMRS” traffic) that is physically originated and physically terminated within CenturyLink’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission. Local Traffic shall be considered shall be considered to be **“Non-Access Telecommunications Traffic”** as such term is used in the Agreement

CTL Proposed Language

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be **“Local Traffic”** as such term is used in the Agreement.

HTI Proposed Language

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission and shall be considered to be **“Non-Access Telecommunications Traffic”** as such term is used in the Agreement.

“**Meet Point**” is point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends. (47 C.F.R. § 51.5).

CTL Proposed Language

Omit

HTI Proposed Language

“**Meet Point Interconnection Arrangement**” means each telecommunications carrier builds and maintains its network to a Meet Point (47 CFR §51.5)

CTL Proposed Language

“**Mid-Span Fiber Meet**” An Interconnection architecture whereby two carriers’ fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The “point” of Interconnection, for purposes of §§251(c)(2) and 251(c)(3), remains on CenturyLink’s network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.

HTI Proposed Language

“**Mid-Span Fiber Meet**” A form of Meet Point Interconnection Arrangement, which uses fiber optic transmission facilities to interconnect carriers’ networks. An Interconnection architecture whereby two carriers’ fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The “point” of Interconnection, for purposes of §§251(c)(2) and 251(c)(3), remains on CenturyLink’s network

“**Mobile Wireless Service**” means any mobile wireless telecommunications service, including any commercial mobile radio service (CMRS). CMRS includes paging, air-ground radiotelephone service and offshore radiotelephone service, as well as mobile telephony services, such as the voice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

“**Multiple Exchange Carrier Access Billing**” (“**MECAB**”) refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (“**OBF**”). The MECAB document, published by Alliance for Telecommunications Industry Solutions (“**ATIS**”) (0401004-00XX), contains the recommended guidelines for the billing of an Access Service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

“**Multiple Exchange Carrier Ordering And Design**” (“**MECOD**”) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (“**CLC**”) of the Alliance for Telecommunications Industry Solutions (“**ATIS**”). The MECOD document, published by ATIS (0404120-00XX), establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers.

“**National Emergency Number Association**” (“**NENA**”) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

“Network Interface Device (“NID”) - A stand-alone Network Element defined as any means of interconnecting inside wiring to CenturyLink’s distribution plant, such as a cross-connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the local loop to End User inside wiring, regardless of the specific mechanical design. The NID houses the protector from which the Demarcation Point between the local loop (inclusive of the NID) and the End User’s inside wire is established pursuant to 47 C.F.R. §68.105. For purposes of this definition, the phrase “End User Access Side of the NID” is descriptive and does not convey any ownership or usage rights.

CTL Proposed Language

Omit

HTI Proposed Language

“Non-Access Telecommunications Traffic” shall have the meaning given in 47 CFR 51.701(b). For purposes of this agreement, Non-Access Telecommunication Traffic includes Local Traffic, Local VOIP PSTN Traffic, and ISP-Bound Traffic which is not VNXX Traffic.

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“North American Numbering Plan” (“NANP”) means the plan 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.

“Numbering Plan Area” (“NPA”) (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three 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 (SAC Code)” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

“NXX,” “NXX Code,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

“OBF” means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).

CTL Proposed Language

“Parity” means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources.

HTI Proposed Language

“Parity” means, the provision of non-discriminatory access to Interconnection and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by CenturyLink will be provided in “substantially the same time and manner”

to that which CenturyLink provides to itself, its End Users, its Affiliates or to any other party.

"P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Parties" means, jointly, CenturyLink and CLEC, and no other entity, Affiliate, subsidiary or assign.

"Party" means either CenturyLink or CLEC, and no other entity, Affiliate, subsidiary or assign.

CTL Proposed Language

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local, intraLATA toll, and Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, and transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

HTI Proposed Language

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the Non-Access Telecommunications Traffic to Switched Access Traffic, expressed as a percentage, Terminated by one Party to the other Party over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, and transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

CTL Proposed Language

"Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for local interconnection of their networks. For POIs not established through the Bona Fide Request ("BFR") process in Section, each POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs.

HTI Proposed Language

"Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for local interconnection of their networks. Each POI also establishes the demarcation point to delineate each Party's financial obligation

"Premises" is as defined in 47 CFR §51.5.

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

"Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to CenturyLink or CLEC for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which CenturyLink or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

“**Small Exchange Carrier Access Billing**” (“**SECAB**”) means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

“**Selective Routing**” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.

“**Serving Wire Center**” is a CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

“**Signaling Transfer Point**” (“**STP**”) means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.

“**Street Index Guide**” (“**SIG**”) is a database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to CenturyLink.

“**Switch**” means a Central Office Switch as defined in this Part A.

CTL Proposed Language

“**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 will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.

HTI Proposed Language

“**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 Non-Access Telecommunications will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.

“**Tandem Office Switches**”, “**Tandem**,” and “**Tandem Switching**” describe Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches and other tandems.

“**Tariff**” means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

“**Technically Feasible**” refers solely to technical or operational concerns, rather than economic, space, or site considerations.

“**Telcordia**” means Telcordia Technologies, Inc. which is a leading provider of software and services for the telecommunications industry.

“**Telecommunications**” is as defined in the Act.

“**Telecommunications Carrier**” is as defined in the Act.

“**Telecommunications Service**” is as defined in the Act.

“Telephone Toll or Telephone Toll Service” is Telephone Toll traffic that 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.

CTL Proposed Language

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

HTI Proposed Language

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission. For the purposes of this Agreement, Toll VoIP-PSTN Traffic is Switched Access Traffic.

“Transit Service” means the use of CenturyLink’s tandem to deliver Transit Traffic.

CTL Proposed Language

“Transit Traffic” means Local Traffic or ISP-Bound Traffic that is routed by a CLEC through CenturyLink’s network for delivery to a third party Telecommunications Carrier’s network or that is routed by a third party Telecommunications Carrier through CenturyLink’s network for delivery to CLEC’s network.

HTI Proposed Language

“Transit Traffic” means Non-Access Telecommunications Traffic that is routed by a CLEC through CenturyLink’s network for delivery to a third party Telecommunications Carrier’s network or that is routed by a third party Telecommunications Carrier through CenturyLink’s network for delivery to CLEC’s network.

“Virtual NXX Traffic” (“**VNXX Traffic**”) as used in this Agreement, refers to calls to telephone numbers (NPA-NXX-XXXXs) that were assigned to customers using a VNXX Service.

“VoIP-PSTN Traffic” shall include any traffic referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in the Order, and terminates to a Party’s end user customer.

“VNXX Service” means the assignment of a telephone number (NPA-NXX-XXXX) to a customer using an NXX Code associated with a Rate Center (as set forth in the LERG) that is different from the Rate Center (as set forth in the LERG) associated with the customer’s actual physical location where such physical location is not within the same local calling area, or mandatory extended area service (EAS) area as the customer’s assigned telephone number.

“Wire center” is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through L, Tables One and Two and exhibits, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, under Sections 251 and 252 of the Act. This Agreement is intended only for Local Traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party without first executing a separate written agreement to govern such traffic. Certain terms used in this Agreement shall have the meanings defined in PART A – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act and in the FCC's and the Commission's rules, regulations and orders. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

3. NETWORK CHANGES

- 3.1. CenturyLink shall provide notice of network changes and upgrades in accordance with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations (47 CFR). CenturyLink may discontinue any interconnection arrangement or Telecommunications Service, provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. CenturyLink agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

- 4.1. 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.
- 4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). 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.
- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. 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, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. 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.

- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, CenturyLink determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then CenturyLink may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and CenturyLink will not provide new Discontinued Arrangements.

5. EFFECTIVE DATE, TERM AND TERMINATION

- 5.1. Effective Date. Subject to Section 4.1, 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.
 - 5.1.1. 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 sixty (60) Days after the Effective Date 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.
- 5.2. Term. This Agreement shall be in effect 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.
 - 5.2.1. 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.
- 5.3. Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) 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.
- 5.4. Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 5.3 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 5.3. 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 5.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 5.6 or Section 5.7.

- 5.5. 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. CenturyLink will not terminate services under this Agreement without first obtaining Commission approval.
- 5.6. Suspension or Termination Upon Default. Neither Party may suspend or terminate services under this Agreement without first obtaining Commission approval. Subject to the foregoing, 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 6, Charges, Billing and Payments, and provided further that the Parties shall notify the Minnesota Public Utility Commission in writing if a Default continues beyond the applicable period. Following CenturyLink's notice to CLEC of its Default, and written notice to the Commission of the failure of CLEC to cure such default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.
- 5.7. 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. 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.
- 5.8. 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.
- 5.9. Predecessor Agreements.
 - 5.9.1. Except as stated in Section 5.9.2 or as otherwise agreed in writing by the Parties.
 - (a) any prior interconnection 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 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 under this Agreement.
 - 5.9.2. 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.

- 5.9.3. If either Party elects to cancel the service commitment pursuant to the provision Section 5.9.2 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.

6. CHARGES, BILLING AND PAYMENT

- 6.1. In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in **Part C** subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein. CenturyLink may limit or modify the form(s) of payment that will be accepted from time to time, and shall not be obligated to accept card payments (e.g.: credit/debit/ATM cards) or any form of payment that reduces the net amount received by CenturyLink. Additional billing procedures for charges incurred by CLEC hereunder are set forth in **Part J**. (CTL NOTE: Need to update section references and references to "Part 'X'" throughout final agreement since removed 'Resale, Collo and UNEs' to create Traffic Exchange Agreement)
- 6.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the bill date shown on the invoice.
- 6.2.1. For invoices not paid when due, late payment charges will be assessed under Section 6.4.
- 6.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 6.2.3. If an invoice is not paid within forty-five (45) Days after the bill date, CenturyLink may suspend processing new orders and cancel any pending orders.
- 6.2.4. If the account remains delinquent sixty (60) Days after the bill date, CenturyLink will terminate all services under this Agreement.
- 6.3. If the CLEC disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by CLEC to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts:
- 6.3.1. Any billing dispute must be submitted in writing, itemizing the particular charges that CLEC is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.
- 6.3.2. Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by CenturyLink. The billing dispute form may be accompanied by any additional, relevant materials submitted by CLEC.
- 6.3.3. The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in

compliance with Section 6.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 24.

- 6.3.4. Billing disputes that are submitted in a timely manner in compliance with Section 6.3 shall not have the effect of suspending the payment due date with respect to billed amounts that are not in dispute, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.
 - 6.3.5. The failure to submit a written dispute in compliance with Section 6.3 within thirty (30) Days of a bill date shall not preclude a Party from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid, but any billing dispute which is not submitted within thirty (30) Days of a bill date or which is not submitted in writing in compliance with Section 6.3 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amounts in accordance with Section 6.2. Payment of billed amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a 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. A dispute which is filed more than thirty (30) Days after a bill date or a request for an account adjustment must be submitted in writing in the same manner as provided for in Section 6.3 with respect to disputes, and such requests shall be subject to the Dispute Resolution provisions of this Agreement.
 - 6.3.6. 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 55.16.1 so long as the appropriate dates for each consequence are listed therein. If the billed Party defaults in the payment of an amount due hereunder, the other Party will not disconnect service to the other party without first obtaining Commission approval. 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.
- 6.4. Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:

- 6.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date CLEC actually makes the payment to CenturyLink, or
- 6.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to CenturyLink.
- 6.5. CenturyLink shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by CenturyLink. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 6.6. CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to exchange access records. CenturyLink will bill CLEC for the records at the rates on Table One. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.
- 6.7. CenturyLink shall comply with various industry, OBF, and other standards referred to throughout this Agreement. CenturyLink will review any changes to industry standards, and implement the changes within the industry-defined window. CenturyLink will notify CLEC of any deviations to the standards.
- 6.8. Where Parties have established interconnection, CenturyLink and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. CenturyLink will provide CLEC the appropriate records to bill exchange access charges to the IXC. CenturyLink will capture EMI records for inward terminating calls and send them to CLEC, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom). Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill exchange access charges to the IXC. CLEC will capture EMI records for inward terminating calls and send them to CenturyLink, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom).
- 6.9. CenturyLink shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 6.10. CenturyLink reserves the right to secure the account with a suitable form of security deposit in accordance with Section 35.
- 6.11. CLEC is responsible for all collections costs, including but not limited to attorneys fees, incurred by CenturyLink in recovering any amounts due and owing to CenturyLink by CLEC. In the event of CLEC's bankruptcy, CenturyLink may assert its claim for collections costs and attorneys' fees under this Agreement as a claim against CLEC's bankruptcy estate.

7. AUDITS AND EXAMINATIONS

- 7.1. 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.

- 7.2. 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).
- 7.3. 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 7.3, 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.
- 7.4. 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 6.4 above.
- 7.5. 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.
- 7.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

9. LIMITATION OF LIABILITY

- 9.1. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.

- 9.2. Notwithstanding the foregoing, in no event shall CenturyLink's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.
- 9.3. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 10 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.
- 9.4. 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.

10. INDEMNIFICATION

- 10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 10.2. CLEC shall indemnify and hold harmless CenturyLink from all claims by CLEC's subscribers.
- 10.3. CenturyLink shall indemnify and hold harmless CLEC from all claims by CenturyLink's subscribers.
- 10.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 10.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 10.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 10.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 10.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and Consequential Damages (as defined in Section 10 above).
- 10.9. CLEC shall at all times indemnify, defend, save and hold harmless CenturyLink from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material

furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give CenturyLink written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford CenturyLink the opportunity of filing appropriate notices of non-responsibility. However, failure by CenturyLink to give notice does not reduce CLEC's liability under this Section.

- 10.10. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give CenturyLink written notice thereof as soon as CLEC obtains such knowledge.
- 10.11. CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent CenturyLink, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.
- 10.12. If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

11. INSURANCE

- 11.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any property is located, not less than the following insurance:
- 11.2. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming CenturyLink as additional insured;
- 11.3. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming CenturyLink as additional insured;
- 11.4. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
- 11.5. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming CenturyLink as additional insured; and
- 11.6. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming CenturyLink as loss payee. 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.
- 11.7. Nothing contained in this Section shall limit CLEC's liability to CenturyLink to the limits of insurance certified or carried.
- 11.8. All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against CenturyLink for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that CenturyLink may carry.
- 11.9. CLEC shall furnish to CenturyLink a certificate or certificates of insurance, satisfactory in form and content to CenturyLink, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled without first giving at least thirty (30) Days prior written notice to CenturyLink.

12. BRANDING

- 12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which

CenturyLink may directly communicate with CLEC subscribers. In those instances where CLEC requests that CenturyLink personnel interface with CLEC subscribers, such CenturyLink personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

- 12.2. Other business materials furnished by CenturyLink to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. CenturyLink shall share pertinent details of CenturyLink's training approaches related to branding with CLEC to be used by CenturyLink to assure that CenturyLink meets the branding requirements agreed to by the Parties.
- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

- 13.1. 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 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.

14. CONFIDENTIALITY AND PUBLICITY

- 14.1. 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, 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 ("Confidential Information").
- 14.2. During the term of this Agreement, and for a period of five (5) year thereafter, Recipient shall:
 - 14.2.1. use Confidential Information only for the purpose of performing under this Agreement,
 - 14.2.2. hold Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 14.2.3. safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information which:
 - 14.3.1. was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. 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.

- 14.5. Each Party agrees that in the event of a breach of this Section 14 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.
- 14.6. 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 14 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.
- 14.7. 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.
- 14.8. Except as otherwise expressly provided in this Section 14, 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.

15. DISCLAIMER OF WARRANTIES

- 15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. 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, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

16. ASSIGNMENT AND SUBCONTRACT

- 16.1. 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.
- 16.2. Except as provided in Section 16.1, 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 amounts owed that have not been paid on or before the due date.

- 16.3. If a Party uses products or services obtained from the other Party under this Agreement to serve end user customers, then such Party may not make any sale or transfer of such end user customer accounts, or any facilities used to serve such end user customers, 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 customer 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.
- 16.4. 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.
- 16.5. The Party making an assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment.

17. GOVERNING LAW

- 17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

18. RELATIONSHIP OF PARTIES

- 18.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. NO THIRD PARTY BENEFICIARIES

- 19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

20. NOTICES

- 20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to CLEC:

Hutchinson Telecommunications Inc.
Bill Otis
400 2nd St N
PO Box 697
New Ulm, MN 56073

If to CenturyLink:

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

With copy to:

With copy to:

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

- 20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. WAIVERS

- 21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 21.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 21.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

22. SURVIVAL

- 22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 6, 7, 8, 9, 10, 14, 19, 21, and 24.

23. FORCE MAJEURE

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Sections 4.4, **Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found.** hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

24. DISPUTE RESOLUTION

CTL Proposed Language

24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services in Part I (non-251 services). Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve, other than Part I (non-251 services), may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

HTI Proposed Language

24.1 The Parties disagree on whether certain services offered under this agreement are subject to Commission jurisdiction. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

24.2. A Party may not submit a dispute to the Commission 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, which shall include the specific information required in Section 6.3 for billing disputes. 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 the Commission.

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

24.3.1. If CenturyLink provides written notice to the CLEC that a billing dispute has been denied, stating the grounds for such determination, then the CLEC shall have ten (10) Days in which to either pay the disputed amounts or to send written notice to the National Dispute Center advising that the CLEC disagrees with the determination by CenturyLink, and such notice may be accompanied by any additional, relevant materials submitted by CLEC. Failure by the CLEC to make a timely response to a notice of denial by CenturyLink shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with Section 6.2.

24.3.2. Failure by the CLEC to make a timely response to a notice of denial by CenturyLink shall also preclude the CLEC from thereafter requesting an escalation of the same dispute under Section 24.4, although the CLEC may file a petition in compliance with Section 24.5.

24.4. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) Days during which negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

- 24.5. 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 the Commission seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution by the Commission within sixty (60) Days from the date on which the petition or complaint was filed with the Commission.
- 24.6. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred.
- 24.7. During the Commission proceeding 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.
- 24.8. A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by the Commission may not be resubmitted under the dispute resolution process.
- 24.9. The Parties agree to give notice to the Commission of any law suits, or other proceeding that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in the proceeding on behalf of the public interest.

25. COOPERATION ON FRAUD

- 25.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action 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.

26. TAXES

- 26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
 - 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
 - 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.
 - 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
 - 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory

to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
 - 26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
 - 26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
 - 26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
 - 26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
 - 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and

shall be entitled to the benefit of any refund or recovery.

- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
 - 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
 - 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

- 27.1. Any amendment, modification, deletion or supplement to this Agreement must be in writing, dated and signed by an authorized representative of each Party, except for notices of Discontinued Arrangements. Further, no amendment, waiver, or consent or default under this Agreement shall be effective without approval of the Commission. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

28. SEVERABILITY

- 28.1. Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid 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 thereby.

29. HEADINGS NOT CONTROLLING

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

30. ENTIRE AGREEMENT

- 30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable Tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

31. SUCCESSORS AND ASSIGNS

- 31.1. Subject to the terms of this Agreement, CenturyLink and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

- 32.1. This Agreement sets 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. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and 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.
- 32.2. Dispute Resolution. If the Implementation Team is 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 Part B Section 24.

33. FEDERAL JURISDICTIONAL AREAS

- 33.1. To the extent that CenturyLink has contracts with federal entities that limit or prohibit the ability of CLEC to provide services, 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.

PART C - General Principles

34. PRICE SCHEDULE

- 34.1. All prices under this Agreement are set forth in the attachments designated **Table One and Table Two** of this Agreement 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 One or Table Two**, or is not subject to **Section Error! Reference source not found.**, CenturyLink will develop a rate consistent with **Section Error! Reference source not found.**
- 34.2. Subject to the provisions of Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35. SECURITY DEPOSIT

- 35.1. 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.
- 35.2. Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.
- 35.3. 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.
- 35.4. 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. 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.
- 35.5. 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.

- 35.6. 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:
- 35.6.1. when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; or
 - 35.6.2. when CLEC files for protection under the bankruptcy laws; or
 - 35.6.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;
 - 35.6.4. when this Agreement expires or terminates;
 - 35.6.5. 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; ; or
 - 35.6.6. 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.
- 35.7. 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 the 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.
- 35.8. Consistent with applicable state rules, any security deposit may be held for twelve months for the payment of all amounts accruing for services under this Agreement.. Security deposits shall be refunded to CLEC after 12 consecutive months of prompt payment of non-disputed bills, and CenturyLink shall pay CLEC interest on the deposit. Any letter of credit issued to CenturyLink hereunder must meet the following requirements:
- 35.8.1. 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.
 - 35.8.2. 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.
 - 35.8.3. 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 notify 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 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.
 - 35.8.4. 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.

PART E -NETWORK INTERFACE DEVICE

36. NETWORK INTERFACE DEVICE

- 36.1. CenturyLink will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end user customer premises wiring, regardless of the specific mechanical design.
- 36.2. The function of the NID is to establish the network Demarcation Point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 36.3. CLEC may connect its NID to CenturyLink's NID either through a cross connect or through the end user's inside wiring; or may connect CLEC's own Loop to CenturyLink's NID, except that CLEC may not disconnect CenturyLink's loop and leave it disconnected from CenturyLink's NID. CenturyLink will provide one NID termination with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request Section herein.
- 36.4. CenturyLink will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 36.5. CenturyLink will not provide specialized (CenturyLink non-standard) NIDS.
- 36.6. The CenturyLink NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLEC's facility and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 36.7. CenturyLink will also provide NIDs separately from loops for a separate price as shown in Table One, and CLECs shall order stand-alone NIDs whenever CLEC utilizes CenturyLink's NID in any fashion.
- 36.8. CLEC shall be liable to CenturyLink for any damage to the NID caused by improper or unauthorized use of CenturyLink's NID by the CLEC, and in the event such damage occurs CenturyLink shall be entitled to seek injunctive relief to prevent NIDs further damage, in addition to any monetary damages that CenturyLink may be entitled to recover.

PART F – INTERCONNECTION

37. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

CTL Proposed Language

37.1. To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for Local Traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.

HTI Proposed Language

37.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Non-Access Telecommunications Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for wireline to wireline Non-Access Telecommunications Traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.

CTL Proposed Language

37.1.1. This Part F governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic between CenturyLink and CLEC.

HTI Proposed Language

37.1.1 This Part F governs the Interconnection of network facilities of the Parties, and the transport, termination of Non-Access Telecommunications Traffic between CenturyLink and CLEC.

CTL Proposed Language

37.1.2. The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access tariffs. Both Parties agree that IntraLATA LEC Toll Traffic is not currently being exchanged between the Parties on Local Interconnection Trunks and that an Amendment to this Agreement will be needed if either Party elects to exchange such traffic with the other Party).

HTI Proposed Language

37.1.2 Neither Party shall route IntraLATA LEC Toll traffic, interLATA Toll traffic or Toll VoIP PSTN traffic or Jointly Provided Switched Access Traffic to the other Party: a) over the Local Interconnection Trunks established by HTI; or b) indirectly through a third party tandem provider.

CTL Proposed Language

- 37.1.3. In the event CLEC routes any traffic to CenturyLink in violation of this Agreement, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates irrespective of whether a different rate might apply to such traffic if CLEC had negotiated appropriate arrangements for exchanging such traffic with CenturyLink.

HTI Proposed Language

- 37.1.3 In the event either Party routes any traffic to the other in violation of this Agreement, the injured Party shall be entitled to seek injunctive relief.

- 37.1.4. Each Party is solely responsible for the services it provides to its End Users and or other providers.

38. NETWORK INTERCONNECTION METHODS

CTL Proposed Language

- 38.1. This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic

HTI Proposed Language

- 38.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. CLEC may elect to interconnect directly or indirectly with CenturyLink.

CTL Proposed Language

- 38.2. CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic , at a level of quality equal to that which CenturyLink provides to itself and Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory

HTI Proposed Language

- 38.2 CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic , at Parity to that which CenturyLink provides to itself, its Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory

38.3. Physical Architecture

38.3.1. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Local Calling Area. The physical architecture plan will be discussed during joint implementation planning. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es).

CTL Proposed Language

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

HTI Proposed Language

38.3.2. Either Party must provide thirty (30) Days written notice of any changes to the physical architecture plan. This provision does not alter the Notice of Network Change obligations specified in 47 CFR §§ 51.325 through 51.335.

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

CTL Proposed Language

38.3.4. In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on an overall blocking standard of one percent (1%) during the average busy hour, as defined by Erlang B standards, for the final trunk groups between a CLEC end office and a CenturyLink access Tandem carrying Meet Point traffic and all direct end office trunk groups. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%).

HTI Proposed Language

[Note: HTI does not disagree with the content, only that it should be moved to the This should be moved from the Physical Architecture section to Sections 40 and 41 which address trunking]

39. POINTS OF INTERCONNECTION (POI)

CTL Proposed Language

Omit

HTI Proposed Language

39.1. POI Locations. CLEC shall be entitled to establish a POI at any Technically Feasible point on the CenturyLink network, including but not limited to:

- a. CenturyLink hand holes or man holes;
- b. CenturyLink controlled environment vaults;
- c. CenturyLink Central Offices;

d. Third Party locations, e.g., carrier hotels, where CenturyLink has established facilities for the purpose of interconnecting with other carriers;

39.1.1 CenturyLink shall disclose to CLEC all locations within a LATA where CenturyLink has established facilities interconnection with a third party carrier. This existing POI location information shall be provided within 15 business days of CLEC's written request.

39.1.2 This Section describes the trunk group requirements for the transmission and routing of Switched Access Traffic, Non-Access Telecommunications Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.

CTL Proposed Language

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

HTI Proposed Language

39.1 (CLEC, at its sole discretion, may elect to exchange Non-Access Telecommunications Traffic: 1) directly by establishing trunks to CenturyLink Central Office(s); or 2) indirectly by establishing interconnection at a third party Tandem Switch which serves the exchange. CLEC may establish additional POIs under the following circumstances:

CTL Proposed Language

a. CLEC must establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink or where it has established codes within that tandem serving area.

HTI Proposed Language

a. CLEC must establish a Local Interconnection Trunk Group at each Tandem Switch in the LATA where it wishes to exchange, i.e., receive or terminate, Non-Access Telecommunications Traffic with CenturyLink or where it has established codes within that tandem serving area.

CTL Proposed Language

b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 39.

HTI Proposed Language

b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a Local Interconnection Trunk Group at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 39

CTL Proposed Language

c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the thresholds as set forth in Section have been met.

HTI Proposed Language

- c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a Local Interconnection Trunk Group at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the thresholds as set forth in Section _____ have been met.

CTL Proposed Language

- d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink;

HTI Proposed Language

- d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC may: 1) establish a Local Interconnection Trunk Group at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink; or 2) establish a trunk group to the Tandem Switch serving those exchanges for the exchange of Non-Access Telecommunications Traffic

CTL Proposed Language

- e. CLEC may be required to establish additional POIs to comply with the limitations on porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, pursuant to Section 90.2.

HTI Proposed Language

- e. CLEC satisfies any limitations CenturyLink might place on number portability due to lack of interconnection facilities or numbering resources by: 1) establishing a trunk group and LRN to the Tandem Switch serving the rate center or 2) establishing a trunk group to the CenturyLink switch serving the rate center; and 3) establishing an Location Routing Number (LRN) in the LATA. CLEC need not obtain numbering resources in the rate center when either of these conditions are met.

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39.3 POI Thresholds

CTL Proposed Language

- a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.

HTI Proposed Language

- a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds three (3) DS1s per month, CLEC must order a trunk group with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when

notified the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.

CTL Proposed Language

- b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days.

HTI Proposed Language

- b. Omit

CTL Proposed Language

Omit

HTI Proposed Language

- c. Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined Section 39.9, Network Interconnection Methods for Direct Interconnection.

CTL Proposed Language

- 39.4 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 0 and 0 of this Article has occurred.

HTI Proposed Language

- 39.4 The Parties may mutually agree to establish additional trunk groups even where none of the conditions set forth in Sections 0 and 0 of this Part has occurred.

CTL Proposed Language

Omit

HTI Proposed Language

- 39.4.1 Non-Access Telecommunications Traffic. The existing Local Interconnection Trunk Group(s) in place between the Parties are bi-directional two-way groups for the exchange of Non-Access Telecommunications Traffic. Should additional groups be required for this traffic, The Parties agree to establish bi-directional two-way trunk groups.

CTL Proposed Language

Omit

HTI Proposed Language

- 39.4.2 Switched Access Traffic. Should either Party elect to terminate Switched Access Traffic directly to the other Party's network, the Party making that election must order Switched Access services pursuant to the other Party's access tariffs.

39.5 For POIs established pursuant 39.9.1, 39.2, 39.9.3, and 39.9.4 CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 64. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to a POI.

CTL Proposed Language

39.6 Provided that CLEC chooses a method of interconnection in Sections 39.9.1 and 39.9.3, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined Sections 39.9.1 and 39.9.3, Network Interconnection Methods for Direct Interconnection. When CLEC uses the BFR process to establish a POI the CLEC shall bear all reasonable costs associated with transport on both sides of the POI to reach CenturyLink's End Office/Control Office Switch or Tandem Switch.

HTI Proposed Language

39.6 Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined Sections 39.9.1 and 39.9.3, Network Interconnection Methods for Direct Interconnection.

CTL Proposed Language

39.7 CLEC shall be required to establish a CLLI Code for the message/switch ACTL, at the CenturyLink tandem or End Office switch where the Interconnection trunk terminates.HTI Proposed Language

HTI Proposed Language

39.8 If CLEC is acting as an IXC and as a competitive local exchange carrier, CLEC must have a unique Operating Company Number (OCN) when ordering as CLEC entity. When CLEC orders IXC Feature Group D Switched Access Services, the access tariff applies.39.9 Network Interconnection Methods for Direct Interconnection

39.9.1 Leased Facility

- a. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used in a manner inconsistent with the requirements of the Agreement. CenturyLink's special access service is available as an alternative to CenturyLink

provided Local Interconnection Entrance Facilities, subject to Section 3.1.2 of this Amendment when CLEC uses such special access service for multiple services. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 3.1.3 of this Amendment.[TGB How is this possible?] CLEC may also lease access facilities from a third party.

- b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

39.9.2 Mid Span Fiber Meet.

39.9.2.1 The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

CTL Proposed Language4

39.9.2.1.1 The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the CenturyLink Local Calling Area.

HTI Proposed Language

39.2.1.1 A Mid Span Fiber Meet is a form of Meet Point Interconnection Arrangement where fiber optic facilities are spliced at Meet Point which is logically located between the Parties' premises.

39.9.2.1.2 The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.

CTL Proposed Language

39.9.2.1.3 The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

HTI Proposed Language

CTL Proposed Language

39.9.2.1.4 CenturyLink will provide up to fifty percent

(50%) of the facilities needed to connect the networks of the Parties, or to CenturyLink's exchange boundary, whichever is less.

HTI Proposed Language

39.9.2.1.5

39.9.2.1.6 CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.

CTL Proposed Language

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

HTI Proposed Language

39.9.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased switched access facilities jointly provisioned by CenturyLink and a third party ILEC), POI shall be at the third party Meet Point, and each Party is responsible for its costs on its side of the POI.

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

CTL Language

39.9.5 The parties may establish, through negotiations, other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product.

HTI Language

39.9.5 The parties may establish, through negotiations, other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process. If a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product, such arrangement will be made available to CLEC through normal ordering and provisioning processes and not the BFR process.

CTL Language

39.9.5.1 Consistent with the BFR process, the Parties agree to establish a POI at CenturyLink's Osseo Switch as described in Attachment 1.1.

HTI Language

3 Omit

40. Direct Interconnection at the CenturyLink Tandem

- 40.1 Subject to Section 0, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection for Local Traffic to the CenturyLink End Offices, Remote Offices and NXXs which subtend that Tandem Switch.
- 40.2 In accordance with Section 55, interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.
- 40.3 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of Table 1.

41. Direct Interconnection at the CenturyLink End Office

- 41.1 Interconnection to a CenturyLink End Office Switch will provide CLEC local Interconnection for Local Traffic purposes to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that host End Office Switch.41.2 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC uses CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of Table 1

42. Indirect Network Connection

CTL Language

- 42.1 For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's tandem switch both provides the intermediary transit service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic . Therefore Indirect Network Connection will be allowed only on routes between CenturyLink end offices and a CLEC switch in instances where, and only so long as, none of the triggers set forth in this Section have been reached.

HTI Language

- 42.1 For purposes of this Agreement, "Indirect Traffic" means Non-Access

Telecommunications Traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's tandem switch both provides the intermediary transit service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic exchange between the Parties. _____

CTL Language

42.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party is responsible for the facilities to the Meet Point with the ILEC on the CenturyLink side of the ILEC Tandem, and for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.

HTI Language

42.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party is responsible for the facilities to the ILEC Tandem, and for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem. A Party choosing to route its Non-Access Telecommunications Traffic to a third party transit service provider for termination to the other Party is solely responsible for all associated third party transit charges.

CTL Proposed Language

Omit

HTI Proposed Language

42.2.1 Other terms in this Agreement notwithstanding, when CLEC uses a Meet Point Interconnection Arrangement to establish a Direct Connect to a CenturyLink Switch, each Party is financially responsible for its costs on its side of the POI and the billing elements for interconnection facilities (i.e., Local Interconnection Entrance Facilities, Section 43.2.5.1, and Direct Trunked Transport, Section 43.3.5.2) do not apply

CTL Proposed Language

42.3 Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at an CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days

of when the Indirect Traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.

HTL Proposed Language

42.3 Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at an CenturyLink End Office exceeds three (3) DS3s of traffic f per month, the Parties agree to discuss the establishment of a direct trunk group with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the Indirect Traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.

CTL Proposed Language

42.4 Notwithstanding any other provision to the contrary, if CenturyLink is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with the CenturyLink End Office serving that route for the mutual exchange of traffic within thirty (30) Days.

HTI Proposed Language

Omit

CTL Proposed Language

42.5 If CLEC has not established a POI within thirty (30) Days after exceeding the triggers in Sections , CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.

HTI Proposed Language

42.3 or 42.4

CTL Proposed Language

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

HTI Proposed Language

42.6 To the extent a Party combines Non Switched Access Traffic and Access Telecommunications Traffic for indirect delivery through a third party's Tandem, the originating Party, shall declare quarterly Percentages of Local Use (PLUs). Each Party will determine the jurisdiction of a call terminated to its network provided that Party has sufficient call details

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

43. INTERCARRIER COMPENSATION

43.1 GENERAL TERMS

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

43.1.2 VoIP-PSTN Traffic

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

b. Toll VoIP-PSTN Traffic

1. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates, as intrastate and interstate access rates for terminating traffic are at parity. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 37.1.2. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

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

2.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

3. Any factors established by the Parties under Section 43.1.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

43.2 Compensation for Transport and Termination of Local Traffic

43.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.

CTL Language

43.2.2 Local Traffic shall be exchanged on a "Bill and Keep" basis, subject to Section 43.2.3 below. The "Bill and Keep" arrangement which may be in effect between the Parties at any time shall not affect the respective

rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for any Transit Traffic. For purposes of this paragraph Local Traffic shall not include any Local ISP-Bound Traffic nor any VNXX enabled ISP-Bound Traffic

HTI Language

43.2.2 Local Traffic shall be exchanged on a "Bill and Keep" basis, subject to Section 43.2.3 below.

43.2.3 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

CTL Language

43.2.4 Should either Party find that the traffic exchanged is no longer reasonably in balance or other conditions exist such that bill and keep is not an appropriate compensation structure for Transport and Termination of Local Traffic, it may request negotiations for an Amendment to this Agreement, without any waiver of the other party as to the propriety of the request of other objections to any such request. The Dispute Resolution provisions of this Agreement would apply to any request under this Section 43.2.4.

HTI Language

43.2.4 Should either Party find that the traffic exchanged is no longer reasonably in balance or other conditions exist such that either Party believes bill and keep is not an appropriate compensation structure for Transport and Termination of Non-Access Telecommunications Traffic, it may request negotiations for an Amendment to this Agreement, without any waiver of the other party as to the propriety of the request of other objections to any such request. The Dispute Resolution provisions of this Agreement would apply to any request under this Section 43.2.4.

43.2.5 Billing Elements for Interconnection Facility

43.2.5.1 Local Interconnection Entrance Facility

43.2.5.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.

43.2.5.1.2 If CLEC chooses to provision facilities over an existing facility purchased as special access service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.

- 43.2.5.1.3 If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.
- 43.2.5.2 Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.
- 43.2.5.2.1 When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Tandem Switching and Common Transport rate elements apply for delivery of traffic to the terminating End Office Switch.
- 43.2.5.2.2 Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.
- 43.2.5.2.3 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties.
- 43.2.5.2.3.1 CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility based on the portion defined in 43.2.8.2.3.2 and at the rates in Table 1.
- 43.2.5.2.3.2 CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by CenturyLink using the following to assign the minutes for which CenturyLink is responsible:
- All Local Traffic Minutes of Use (MOU) that CenturyLink originates and sends to CLEC.

- All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

43.2.5.2.3.3 CLEC may bill CenturyLink for CenturyLink's use of the Local Interconnection Entrance Facility and DTT provided by the CLEC on CLEC's side of the POI, which are within the LATA and CenturyLink's serving territory, based on the portion defined in 43.2.8.2.3.2 and the rates in Table 1.

43.2.6 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the tariffed rates apply instead of the MUX rates from Table 1.

43.2.7 Trunk Nonrecurring charges

43.2.7.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

43.2.7.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

43.2.7.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

43.2.8 For purposes of compensation between the Parties, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA-NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA-NXX code.

- 43.3 Compensation of non-Local traffic
- 43.3.1 Percent Local Usage
- a. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local traffic, the Parties agree to compensate one another based on the rates included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.
- b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 43.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.
- 43.3.2 Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area and calls to an ISP which are placed on a non-local basis (e.g. toll calls or 8YY calls) are non-Local traffic for compensation purposes and will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.
- 43.3.3 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. If the Parties exchange VNXX Traffic, a Party that originates or terminates such calls shall be entitled to recover originating or terminating access charges, except that the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic. Both Parties represent and warrant that they are not providing VNXX Service and will not do so unless they provide advance written notice to the other Party. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged with the other Party, and each Party will provide data necessary to determine the physical, geographic location of customer premise equipment which is associated with an NPA-NXX-XXXX.

- 43.3.5 Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

44. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

- 44.1 CenturyLink will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. CenturyLink's signaling service will be charged at tariff rates to CLECs that order such service.
- 44.2 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 44.3 Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. CenturyLink will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 44.4 Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide CenturyLink an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and CenturyLink. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or CenturyLink internal customer demand for 64K CCC trunks.
- 44.5 Signaling Systems
- 44.5.1 Signaling Link Transport
- Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a CenturyLink STP site.
- Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
- 44.5.2 Signaling Transfer Points (STPs). STPs provide functionality that enables the exchange of SS7 messages among and between switching elements,

databases and third party signaling transfer points.

44.5.3 Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the CenturyLink SS7 network. These functions include:

- (a) CenturyLink local switching or Tandem Switching;
- (b) CenturyLink Service Control Points (SCPs)/Databases if arranged for under separate agreements;
- (c) Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
- (d) Third party provider STPs subject to any additional conditions or terms of the Third Party.

44.5.4 Interface Requirements. CenturyLink shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the CenturyLink SS7 network:

- (e) An A-link interface from CLEC local switching systems; and
- (f) B- or D-link interface from CLEC STPs.
- (g) Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - (1) An A-link layer shall consist of two (2) links,
 - (2) A B- or D-link layer shall consist of four (4) links,

44.5.5 Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the CenturyLink STP is located. Interface to CenturyLink's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

44.6 One Way and Two Way Trunk Groups.

44.6.1 The Parties agree to establish bi-directional two-way trunk groups for Local Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.

44.6.2 Bi-directional two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI.

CTL Proposed Language

44.6.3 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service

Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.

HTI Proposed Language

44.6.3 Omit.

44.6.4 For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.

CTL Proposed Language

44.6.5 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").

b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements.

HTI Proposed Language

Intentionally left blank.

45. TRUNK FORECASTING

45.1 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. The annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

45.1.2 Annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and

Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

- 45.1.3 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
- 45.1.4 Description of major network projects that affect the other Party will be provided in the 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.
- 45.1.5 Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 45.2 CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from CenturyLink anytime after the initial trunk implementation.
- 45.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 45.4 Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks pursuant to Sections 0 and . Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLEC and CenturyLink.
- 45.5 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:

CTL Proposed Language

45.5.1 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.

HTI Proposed Language

45.5.1 Omit.

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CTL Proposed Language 45.5.2 The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to CenturyLink.

HTI Proposed Language

45.5.2 Omit.

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45.5.3 **CTI Proposed Language** Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

HTI Proposed Language

45.5.3 Omit.

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45.6 Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a CenturyLink access Tandem carrying meet point traffic shall be

maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

- 45.7 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, RASR or other industry standard format as specified by CenturyLink for trunk ordering.

46 NETWORK MANAGEMENT

- 46.1 Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.
- 46.2 Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 46.3 Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 46.4 Indirect Traffic
- 46.4.1 Exchange Of Indirect Traffic
- 46.4.2 The exchange of Indirect Traffic (as defined below) between the Parties shall be subject to the terms, provisions and requirements of this Agreement. For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third Party Telecommunications Carrier provides the intermediary transiting service.
- 46.4.3 For purposes of exchanging Indirect Traffic (as defined below) there is no physical or direct point of interconnection or physical direct trunk groups between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for such Indirect Traffic.
- 46.4.4 CLEC must interconnect at the tandem switch which CenturyLink's end office subtends in order to exchange Indirect Traffic with CenturyLink.
- 46.4.5 Notwithstanding any other provision to the contrary, once the volume of Indirect Traffic exchanged between the Parties at a CenturyLink end office exceeds a DS1 equivalent of traffic, CLEC must establish a direct interconnection with CenturyLink's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLEC shall establish a direct interconnection with CenturyLink's end office

46.4.6 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

46.4.7 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network.

46.4.8 For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company. Any direct costs incurred by the terminating Party to obtain the records from a third party will be billed back to the originating Party.

46.5 Compensation for Indirect Traffic

46.6 Until the volume of Indirect Traffic exchanged between the Parties at a CenturyLink end office exceeds a DS1, each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting party. After Indirect traffic exceeds a DS1, if CLEC has not established a direct end office trunking sixty (60) days after CenturyLink notifies CLEC in accordance with Section , CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier for Local Traffic, ISP-Bound Traffic or VNXX Traffic originated by CenturyLink.

46.6.1 VNXX, Non-Local and Non-ISP-Bound Indirect Traffic

46.6.1.1 Compensation for the termination and/or origination of VNXX Traffic, non-Local Traffic, non-ISP-Bound Traffic and 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

46.6.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

46.6.1.3 Local Traffic and local ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F of this Agreement.

47 USAGE MEASUREMENT

- 47.1 Each Party shall calculate terminating interconnection minutes of use 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.
- 47.2 Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 47.3 Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

48 RESPONSIBILITIES OF THE PARTIES

- 48.1 CenturyLink and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 48.2 CLEC and CenturyLink shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 48.3 CLEC and CenturyLink shall:
 - 48.4 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 48.4.1 Notify each other when there is any change affecting the service requested, including the due date.
 - 48.4.2 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 - 48.4.3 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 - 48.4.4 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 48.4.5 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
 - 48.4.6 Provide to each other test-line numbers and access to test lines.
 - 48.4.7 Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G – LOCAL NUMBER PORTABILITY

49 INTRODUCTION

- 49.1 Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 49.2 End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.
- 49.3 The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
- 49.3.1 Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
- 49.3.2 When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user.
- 49.3.3 NXX Availability. Not all NXXs in each CO may be available for porting.

CTL Proposed Language

- 49.3.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.

HTI Proposed Language

- 49.3.4 LERG Reassignment. Portability for an entire NXX or thousands block shall be provided by utilizing reassignment of the NXX to CLEC through the LERG. †
- 49.3.5 Coordination of service order work outside normal business hours (i.e., other than 8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
- 49.3.6 Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

50 TESTING

- 50.1 An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 50.2 Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.
- 50.3 CLEC must be NPAC certified and have met CenturyLink testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.
- 50.4 Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 50.5 Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or CenturyLink network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

51 ENGINEERING AND MAINTENANCE

- 51.1 Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 51.2 It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 51.3 Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

52 E911/911

- 52.1 When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.
- 52.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

53 BILLING FOR PORTED NUMBERS

- 53.1 When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number

has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.

53.2 Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected and the number is being aged.

PART I – NON-251 SERVICES

54 CALL-RELATED DATABASES

- 54.1 CenturyLink will offer access to call-related databases (non-251 services), including, but not limited to, Local Number Portability database. CenturyLink reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are available in CenturyLink's Interstate Access Tariff.
- 54.2 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of CenturyLink's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
- 54.3 Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by CenturyLink's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
- 54.3.1 CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the CenturyLink database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. CenturyLink shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.
- 54.3.2 CenturyLink's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. CenturyLink shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other CenturyLink companies.
- 54.4 The Line Information Database (LIDB) provides functionality necessary for storage of Line Information Records supporting Alternate Billed Service restrictions, Class of Service restrictions, and calling card personal identification numbers (ABS).

55 TRANSIT TRAFFIC

55.1 The Parties disagree on whether CenturyLink's provision of Transit Traffic and Transit Service are subject to Section 251 of the Telecommunications Act. Accordingly, if CenturyLink's provision of Transit Traffic or Transit Service become a disputed issue, CLEC reserves the right to seek resolution at the Commission.(CTL: This issue is tied to the language in 24.2 above)

55.2 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than CenturyLink, and (3) other CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double tandem Transit Traffic routed by CLEC.

55.1.1 CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

55.2 Terms and Conditions

CTL Proposed Language

55.2.1 In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom Transit Traffic was routed shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.

HTI Proposed Language

55.2.1 In the event Transit Traffic routed by CLEC to the CenturyLink is blocked by a third party, CenturyLink agrees to assist in trouble shooting the traffic routing problem, but shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.

55.2.2 CLEC acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party

55.3 Payment Terms and Conditions

55.3.1 CLEC shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to CenturyLink by the CLEC.

CTL Proposed Language

55.3.2 CLEC may be required to pay CenturyLink the Transit Service rate for Transit Traffic routed by an ILEC to CenturyLink for delivery to CLEC.

HTI Proposed Language

55.3.2 Omit

55.4 Billing Records and Exchange of Data

CTL Proposed Language

55.1.1 Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. To the extent CenturyLink incurs additional cost in providing this billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information.

HTI Proposed Language

55.1.2 55.3.1 Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Records charges must be filed with a rate with the MN PUC

55.1.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

CTL Proposed Language

55.5 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter charge CLEC for such transit service at double the transit rate set forth in Table One, or discontinue providing transit service to CLEC, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

HTI Proposed Language

55.5 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter follow the process outlined in Section 24 Dispute resolution.

PART J – GENERAL BUSINESS REQUIREMENTS

56 PROCEDURES

56.1 Contact with End Users

- 56.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.
- 56.1.2 Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.
- 56.1.3 CenturyLink shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid CenturyLink's marketing or sales efforts.

56.2 Expedite and Escalation Procedures

- 56.2.1 CenturyLink and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, CenturyLink and CLEC will establish intercompany contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

57 PROVISION OF USAGE DATA

57.2 57.1 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. 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. General Procedures

- 57.1.1 CenturyLink shall comply with various industry and OBF standards referred to throughout this Agreement.
- 57.1.2 CenturyLink shall comply with OBF standards when recording and transmitting Usage Data.
- 57.2.3 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. Recorded Usage Data includes access and transit records.
 - i. Retention of Records. 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.

- ii. CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- iii. CenturyLink shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- iv. CenturyLink shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- v. CLEC shall provide a single point of contact responsible for receiving usage transmitted by CenturyLink and receiving usage tapes from a courier service in the event of a facility outage.
- vi. 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.

57.2 Charges

57.2.1 CenturyLink will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (*i.e.*, Billing Number).

57.2.2 CenturyLink will deliver one monthly statement for Wholesale Services in the medium requested by CLEC (*e.g.*: NDM, paper, or CD-ROM), to the extent the selected medium is offered by CenturyLink, as follows:

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

57.2.4 CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. CenturyLink shall also bill CLEC for additional copies of the monthly invoice.

57.3 52.3.5 The customer 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 tariff (see CenturyLink LOC Tariff F.C.C. No. 1, Section 13). 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. 52.3.6 For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days. Testing, Changes and Controls

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

57.3.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review. This review may be included as part of an Audit of CenturyLink by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between CenturyLink and CLEC 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.

57.3.3 CenturyLink Software Changes

- 57.3.3.1 When CenturyLink plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated CenturyLink personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.
- 57.3.3.2 CenturyLink shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.
- 57.3.3.3 CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with CenturyLink and shall arrange to have the data tested utilizing the modified software if required.
- 57.3.3.4 If it is necessary for CenturyLink to request changes in the schedule, content or format of usage data transmitted to CLEC, CenturyLink shall notify CLEC.

57.3.4 CLEC Requested Changes:

- 57.3.4.1 CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by CenturyLink.
- 57.3.4.2 When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

57.4 Information Exchange and Interfaces

- 57.4.1 Product/Service Specific. CenturyLink shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of CenturyLink's offering and are provided for CenturyLink's subscribers on a per usage basis.

58 MISCELLANEOUS SERVICES AND FUNCTIONS

58.1 Basic 911 and E911 Service.

58.1.1 The Parties understand and agree that CenturyLink does not provide any access to 911 under this Agreement and CLEC will procure 911 connectivity from another entity.

58.2 Directory Listings Service

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

58.2.2 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.

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

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

58.2.3.2 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.

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

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

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

58.2.4.3 "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.

58.2.4.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC subscribers who:

58.2.4.5 Disconnect Service;

58.2.4.6 Change CLEC;

58.2.4.7 Install Service;

58.2.4.8 Change any service which affects DA information;

58.2.4.9 Specify Non-Solicitation; and

- 58.2.4.10 Change categories from Non-Published, Non-Listed, or Listed.
- 58.2.5 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.
- 58.2.6 CLEC acknowledges that for a CLEC subscriber'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 a subscriber listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as and LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table One.
- 58.2.7 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.
- 58.2.8 Traditional White Pages Listings.
- 58.2.8.1 CenturyLink shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
- 58.2.8.2 CLEC shall pay for all requested listings at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and one primary telephone number.
- 58.2.8.3 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.
- 58.2.8.4 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.
- 58.2.8.5 CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 58.2.8.6 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 customers.
- 58.2.8.7 CenturyLink will accord CLEC customer listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC customer 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.

58.2.8.8 CenturyLink will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.

58.2.8.9 Other Directory Services.

58.2.9 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Section 58.2.8.9 are not binding upon CenturyLink's directory publisher.

58.2.10 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 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 CenturyLink 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.

58.2.11 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.

58.3 Directory Assistance Data.

58.3.1 Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

58.3.2 CenturyLink will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end users for directory information.

59. Bona Fide Request

CTL Proposed Language

Omit

HTI Proposed Language

- 50.x The Bona Fide Request process shall be used when CLEC requests a form of Network Interconnection or other service which CenturyLink does not provide in this agreement, to itself, or to another carrier.
- 59.1 CLEC shall submit to CenturyLink a written BFR application (Request), in a form to be provided by CenturyLink and as published on CenturyLink's Website. The Request shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyLink has sufficient information to analyze and prepare a response.
- 59.2 If fulfilling the request involves construction or engineering analysis, CenturyLink will notify CLEC of such and CLEC will make the non-refundable NRC payment set forth in Table 1 to compensate CenturyLink for its costs to perform the analysis. CenturyLink shall have no obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.
- 59.3 CLEC may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyLink will then cease analysis and/or development of the Request. However, CLEC will pay CenturyLink its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyLink receives CLEC's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.

CTL Proposed Language

- 59.4 CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.

HTI Proposed Language

- 59.4 CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within two (2) Business Days of CenturyLink's receipt of a Request. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.

CTL Proposed Language

- 59.5 Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's

Request, the Preliminary Analysis will provide the reason(s) for such denial.

HTI Proposed Language

59.5 Within thirty (30) Days of its receipt of a complete and accurate Request, The analysis shall specify CenturyLink's conclusions as to whether or not the requested Interconnection complies with the requirements of the Act or state law. CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.

CTL Proposed Language

Omit

HTI Proposed Language

59.x If CenturyLink determines during the thirty (30) Day period that a BFR does not qualify as Interconnection or ancillary service that is required to be provided under the Act or state law, CenturyLink shall advise CLEC as soon as reasonably possible of that fact, and CenturyLink shall promptly, but in no case later than the thirty (30) Day period, provide a written report setting forth the basis for its conclusion.

CTL Proposed Language

Omit

HTI Proposed Language

59.X If CenturyLink determines during such thirty (30) Day period that the interconnection or ancillary service requested qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such thirty (30) Day period.

CTL Proposed Language

59.6 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.

HTI Proposed Language

59.6 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within sixty (60) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.

59.7 Upon receiving CLEC's written acceptance and authorization of the Preliminary Analysis, CenturyLink will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service

to be provided, a tentative availability date, the applicable rates, the installation intervals, BFR development and processing costs and the terms and conditions under which access to the requested Interconnection Method, arrangement or service will be offered. CenturyLink shall provide the Final Quote within ninety (90) Days of receiving CLEC's written acceptance and authorization to the Preliminary Analysis.

CTL Proposed Language

59.8 The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.

HTI Proposed Language

59.8 The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within forty-five (45) Days from the date it receives CLEC's written Final Acceptance. If CenturyLink cannot complete the BFR within forty-five (45) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.

CTL Proposed Language

59.9 Within thirty (30) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to the Dispute Resolution provisions of this Agreement. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs.

HTI Proposed Language

59.9 Within sixty (60) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to the Dispute Resolution provisions of this Agreement. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs

CTL Proposed Language

Omit

HTI Proposed Language

59.x CenturyLink will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. CenturyLink shall make available a topical list of the BFRs

that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. CenturyLink shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. CenturyLink shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that CenturyLink may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefore.

PART K – REPORTING STANDARDS

59 GENERAL

59.1 CenturyLink shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, CenturyLink's performance under this agreement shall be provided to CLEC at parity with the performance CenturyLink provides itself for like service(s).

60 MISCELLANEOUS

- 60.1 CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify CenturyLink from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 60.2 Submission of this instrument for examination or signature by CenturyLink does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both CenturyLink and CLEC.
- 60.3 The individuals executing this Agreement on behalf of CLEC represent and warrant to CenturyLink they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

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

CLEC

CenturyLink

By: _____

By: _____

Name : _____

Name: L. T. Christensen

Title: _____

Title: Director – Wholesale Contracts

Date: _____

Date: _____

TABLE ONE

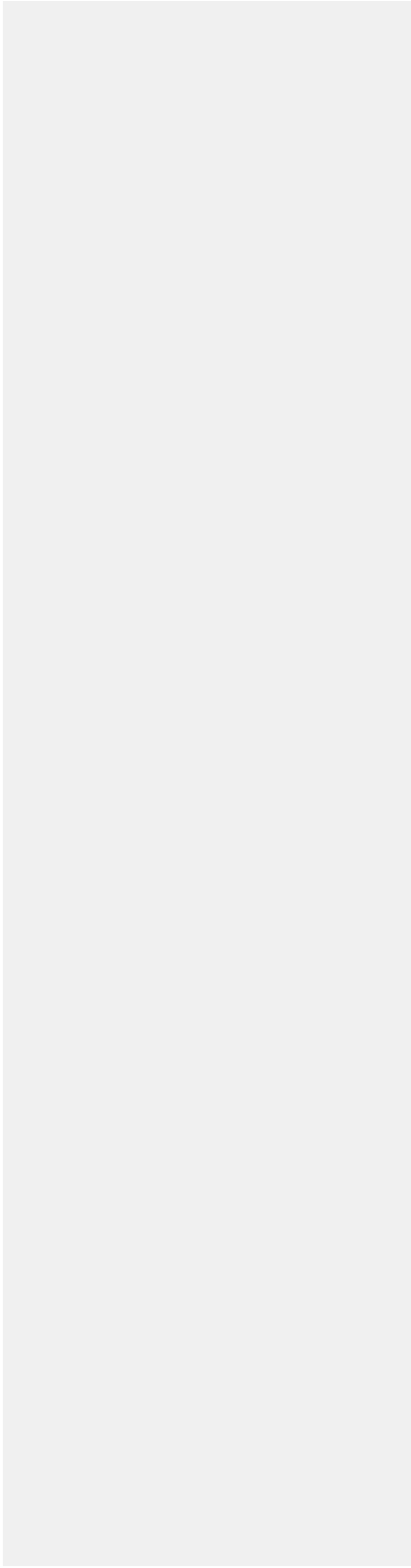
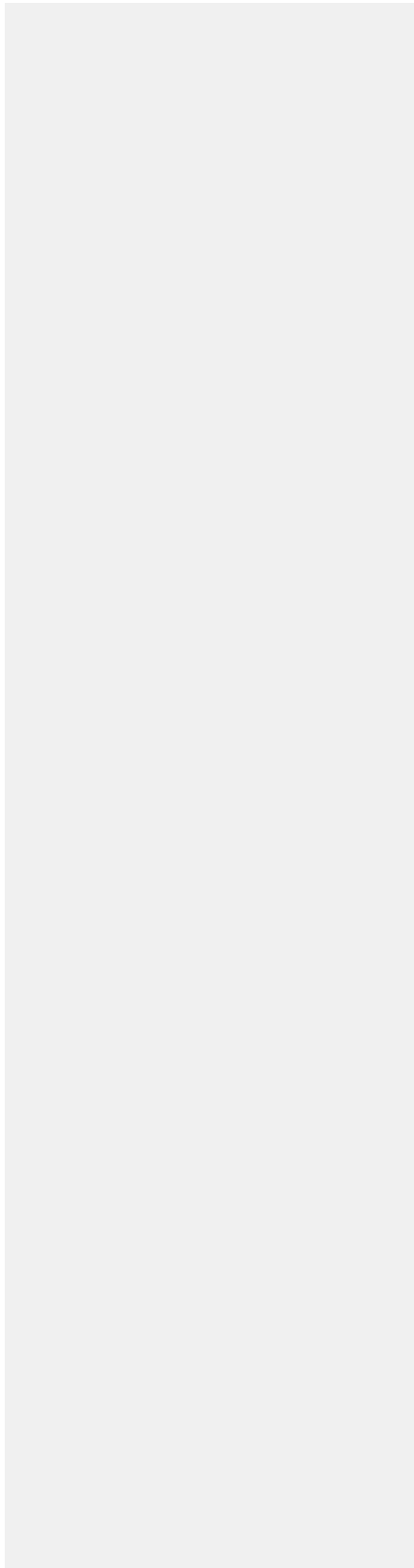


TABLE TWO



ATTACHMENT 1

BFR for the Establishment of a POI at the Osseo Host Switch

CTL Proposed Language

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CenturyLink and HTI's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between CenturyLink and HTI's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, HTI's ILEC existing facility, including purchase of a tariffed special access DS1 within the Glencoe Remote End Office, will be used to establish a virtual collocation for HTI at Glencoe, and HTI will purchase TELRIC-rated Direct Trunked Transport ("DTT") from that virtual collocation to the Osseo switch (both the host and tandem partitions) for the purpose of exchanging local traffic, transit traffic and jointly provided switched access traffic.

Hutchinson will pay TELRIC rates for Direct Trunk Transport (DTT) at DS1 levels between the Glencoe Remote Central Office and the Osseo Tandem, and between the Glencoe Remote Central Office and the Osseo Host as listed below. DS3 DTT may only be ordered if capacity exists and via a further Amendment to this Agreement to determine the (ICB) DS3 DTT TELRIC rates.

HTI will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement.

CenturyLink will provide Virtual Collocation (as defined in 47 CFR §51.5), in the unique arrangement described above at the Glencoe Remote Central Office in accordance with Applicable Law and based on the following terms, conditions, and rates below:

HTI must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of \$1 and the other benefits derived by HTI from such Virtual Collocation arrangement, HTI will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the Virtual Collocation arrangement, HTI is responsible for the cost of removing the equipment from the Premises.

CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of HTI's equipment, arrangement or facilities.

CenturyLink will install, maintain, and repair HTI's equipment needed for the Virtual Collocation within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's Affiliates or third parties. The following services are not covered by this Agreement:

- a. services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
- b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
- c. repairing damage caused to HTI's Virtually Collocated equipment by persons other than CenturyLink, or its authorized contractors, or
- d. repairing damage to other property or equipment caused by operation of HTI's collocated equipment and not caused by the sole negligence of CenturyLink.

HTI warrants that CenturyLink shall have quiet enjoyment of the Virtually Collocated equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by HTI for the benefit of CenturyLink and HTI shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. HTI shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. HTI warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

In the event CenturyLink's right to quiet enjoyment is breached, either by HTI's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written notice to HTI and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.

CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to HTI at rates below or as filed in a Tariff and approved by the Commission.

AUGMENTS AND ADDITIONS

In the event HTI desires to modify or decommission the use of the Virtual Collocation in a manner that requires additional engineering or preparation work by CenturyLink, HTI will complete a subsequent application detailing all information regarding the modification. Rates for these services will be developed during the application process and must be accepted by HTI prior to CenturyLink's commencement of work. A major or minor Augments fee will apply.

Major Augments are those requests that include, but may not be limited to, one or more of the following:

- a. add or remove cable terminations and/or entrance cables,
- b. require installation of cable racking or other support structures, or
- c. request additional cross connects that exceed 2000 DS-0s or 168 DS-1s. Augment requests that mix DS-0 and DS-1 cross connects will be evaluated on an ICB basis.

Minor Augments are those requests that:

- a. do not meet the requirements for a major Augment,
- b. request additional cross connects that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities.

GLENCOE to OSSEO Interconnection Facility Charges

		Interconnection Facility - DIRECT TRUNK TRANSPORT			MRC	NRC
	DMN00	DS1			\$112.45	\$83.06
		Disconnect				\$24.20

Virtual Collocation Rates

Rate Element Description		
Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,685.64	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,655.30	N/A
Minor Augment Fee	\$ 789.37	N/A
Minor Augment - Administrative & Project Management Fee	\$ 759.09	N/A
Minor Augment - Transmission Engineering Fee	\$ 513.13	N/A
Major Augment Fee	\$ 1,590.43	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,980.70	N/A
Major Augment - Transmission Engineering Fee	\$ 1,507.33	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 11.47
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 31.63
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.65
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 19.86
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 17.32
Internal Cable Space		
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 47.00
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 32.07
Internal Cable (per 48-Fiber Cable)	\$ 1,098.62	\$ 42.40
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 176.22	\$ 49.91
Additional Labor Charges		
Additional Labor 1/4 hour CO Technician - Regular	\$ 15.24	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 22.86	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 30.48	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.83	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 17.07	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 25.61	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 34.14	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.20	N/A

HTI Proposed Language : Delete Attachment 1 in its entirety

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KEY CODES		EMBARQ RATE SHEET - MINNESOTA				January 2014	
MRC	NRC						
		ACCOUNT ESTABLISHMENT CHARGE				MRC	NRC
		Account Establishment				\$0.00	
		USAGE FILE CHARGES				MRC	NRC
		Message Provisioning, per message			\$0.000684		
		Data Transmission, per message			\$0.00000		
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)				\$18.00	
		RATE ELEMENT					
		SERVICE ORDER / INSTALLATION / REPAIR				MRC	NRC
	I0008	Manual Service Order NRC (excludes ASR)				\$16.50	
	I0010	Manual Service Order - Change Only (excludes ASR)				\$16.50	
	I0011	Electronic Service Order (excludes ASR)				\$9.13	
	I0013	Electronic Service Order - Change Only (excludes ASR)				\$9.13	
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10				\$74.17	
		LNP Coordinated Conversion (Hot Cut) - Each additional line				\$4.10	
		LNP Conversion - 10 Digit Trigger				\$0.00	
		Custom Handling					
		Expedite Charges per Access Tariff				Special Access Tariff	
		Time and Materials				ICB	
		STAND ALONE NID				MRC	NRC
		2 Wire			\$1.43		
		4 Wire			\$2.86		

		Other NID Sizes			ICB	
		NID Outside Facilities Connection				ICB
INTERCARRIER COMPENSATION						
Interconnection Facilities						
					MRC	NRC
Local Interconnection Entrance Facility						
DS1 Service						
10236	10243	Band 1			\$134.02	\$347.96
10237	10243	Band 2			\$76.47	\$347.96
10238	10243	Band 3			\$149.99	\$347.96
	10245	Disconnect				\$52.22
DS3 Service						
		Add DS3 to existing fiber system			\$2,446.29	\$152.57
		Disconnect				\$24.20
Interconnection Facility - DIRECT TRUNK TRANSPORT						
	DMN00	DS1			Refer to Dedicated Transport Tab	\$83.06
		Disconnect				\$24.20
	DMN01	DS3			Refer to Dedicated Transport Tab	\$83.06
		Disconnect				\$24.20
Interconnection Facility - MULTIPLEXING						
					MRC	NRC
10136	10137	DS3-DS1 (per DS3)			\$232.50	\$83.06
		Disconnect				\$24.20
RECIPROCAL COMPENSATION FOR LOCAL TRAFFIC						
					Local Traffic Termination - per minute of use	Common Transport for Indirect Traffic - per Minute of Use
					Bill & Keep	\$0.000340
LOCAL ISP - BOUND TRAFFIC						
		ISP - Bound Traffic			Bill and Keep	
VNXX TRAFFIC						
		VNXX Traffic -CTL Originating Access Rates			Per Tariff	
TRANSIT SERVICE						
		Transit Service Charge - per MOU			\$0.005000	
TOLL VOIP-PSTN TRAFFIC						
					RECURRING	RECURRING PER MILE

					CenturyLink's Interstate Access Tariff	CenturyLink's Interstate Access Tariff
		Toll VoIP-PSTN Traffic				
		Facility PVU			0%	
		DATABASE			MRC	NRC
		Local Number Portability query (LNP)			Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple			Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive			Per interstate tariff	Per interstate tariff
		BONA FIDE REQUEST (BFR)			MRC	NRC
		Processing Fee				\$1,346.38

Note: HTI has not been provided with cost support for any of the above rates and, therefore, HTI reserves its right to dispute any rate in connection with the MPUC's arbitration of the parties' ICA