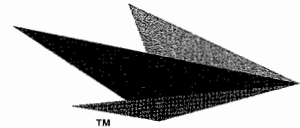


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EMBARQTM

Embarq Corporation
Mailstop: NCWKFR0313
14111 Capital Boulevard
Wake Forest, NC 27587-5900
EMBARQ.com

October 2, 2006

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

06-00256

Re: Petition for Approval of Master Interconnection, Collocation and Resale Agreement between United Telephone-Southeast, Inc. d/b/a Embarq and Level 3 Communications, LLC

Dear Chairman Kyle:

Enclosed are an original and thirteen (13) copies of the Petition of Embarq for approval of Master Interconnection, Collocation and Resale Agreement between United Telephone-Southeast, Inc. d/b/a Embarq ("Embarq") and Level 3 Communications, LLC. Embarq is not aware of any provisions in this resale agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,

Edward Phillips

HEP:sm

Enclosures

cc: Laura Sykora
Kaye Odum

Edward Phillips

ATTORNEY

Voice: (919) 554-7870

Fax: (919) 554-7913

edward.phillips@EMBARQ.com

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re:

Petition for Approval of Negotiated Master Interconnection,
Collocation and Resale Agreement Between United
Telephone-Southeast, Inc. d/b/a Embarq and Level 3
Communications, LLC

Docket No. _____

PETITION FOR APPROVAL OF NEGOTIATED RESALE AGREEMENT

United Telephone-Southeast, Inc. d/b/a Embarq ("Embarq") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of a master interconnection, collocation and resale agreement dated August 1, 2005 (the "Agreement") negotiated between Embarq and Level 3 Communications, LLC ("Level 3") under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of its petition, Embarq states the following:

1. Embarq and Level 3 have successfully negotiated the Agreement which provides for interconnection, collocation and the resale of local services by Level 3 for the purpose of Level 3's use or resale to its end users. A copy of the Agreement is attached to the petition and incorporated in this document by reference.

2. Under 47 USC § 252(e) Embarq submits the Agreement to the Authority for its review and approval.

3. 47 USC § 252(e) provides that the Authority may either approve or reject the Agreement negotiated between the parties within 90 days of its submission for approval. The

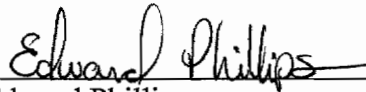
Act further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of the agreement discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. Embarq affirms that the Agreement meets the standards for approval.

5. Further, as required by 47 USC § 252(i) and 47 CFR 51.809, Embarq will make the terms and conditions of the entire Agreement available to any other requesting carrier.

WHEREFORE, United Telephone-Southeast, Inc. d/b/a Embarq respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated by the parties.

Respectfully submitted this 2nd day of October, 2006.



Edward Phillips

Attorney

United Telephone-Southeast, Inc. d/b/a Embarq

Mailstop: NCWKFR0313

14111 Capital Boulevard

Wake Forest, North Carolina 27587-5900

Telephone: 919-554-7870

Fax: 919-554-7913

Email: edward.phillips@embarq.com

Tennessee B.P.R. No. 016850

**MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF TENNESSEE**

August 1, 2005

Level 3 Communications, LLC

and

United Telephone -Southeast, Inc.

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 1st day of *August*, 2005, is entered into by and between Level 3 Communications, LLC ("Level 3") and United Telephone - Southeast, Inc. ("Embarq") to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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 Level 3's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, Level 3 wishes to purchase Telecommunications Services for resale to others, and Embarq is willing to provide these services; and

WHEREAS, Level 3 wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Embarq is willing to provide unbundled network elements and services; 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 Tennessee.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Level 3 and Embarq hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. 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.
- 1.2. "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.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Affiliate" is as defined in the Act.
- 1.6. "Augment" refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.
- 1.7. "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.
- 1.8. "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.
- 1.9. "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.
- 1.10. "Automatic Number Identification" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.

- 1.11. "Automatic Route Selection" ("ARS") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.
- 1.15. "Business Line" is an Embarq-owned switched access line used to serve a business customer, whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of business lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 1.16. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.17. "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-001869, 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. Embarq's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Embarq equipment that is under the control of Embarq and for which Embarq has the right to grant access and/or occupation by third parties.

- 1.19. “Central Office Switches” - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.19.1. “End Office Switches” (“EOs”) are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.19.2. “Tandem Switches” are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.19.3. “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.
- 1.20. “Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. “CLASS/LASS” (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include, but are not limited to, Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. “Collocation Arrangement” refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing Level 3’s equipment within the Premises.
- 1.23. “Collocation Space” shall mean an area of space located in a Building to be used by Level 3 to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. “Commingling” means the act of Commingling.
- 1.25. “Commingling” means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that Level 3 has obtained at wholesale from Embarq or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 1.26. “Commission” means the Tennessee Regulatory Authority.
- 1.27. “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.
- 1.28. “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Embarq’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

- 1.29. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.30. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Embarq and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.31. "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.
- 1.32. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (*e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.35. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.36. "Day" means calendar days unless otherwise specified.
- 1.37. "Dedicated Transport" includes Embarq transmission facilities between Wire Centers or switches owned by Embarq, or between Wire Centers or switches owned by Embarq and switches owned by Level 3, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.38. "Demarcation Point" is that point on the loop where Embarq's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.39. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.40. "Directory Assistance Database" refers to any subscriber record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. "Directory Assistance Services" provides listings to callers. Directory Assistance

Services may include the option to complete the call at the caller's direction.

- 1.42. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.43. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.45. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.49. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "Enhanced Extended Link" ("EEL") are the combination of the Loop, and Dedicated Transport, network elements, together with any facilities, equipment, or functions necessary to combine those network elements..
- 1.51. "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).
- 1.52. "End Date" is the date this Agreement terminates as referenced in 5.1.
- 1.53. "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.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "Fiber-based Collocator" means any carrier, unaffiliated with Embarq, that

maintains a collocation arrangement in Embarq's Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Embarq's Wire Center premises; and (3) is owned by a party other than Embarq or any affiliate of Embarq, except as set forth in this definition. Dark fiber obtained from Embarq on an indefeasible right of use basis shall be treated as non-Embarq fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

- 1.56. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 1.57. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 1.58. "Fixture" means a thing is deemed to be affixed to land when it is attached to it by roots, imbedded in it, permanently resting upon it or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws. Goods are fixtures when they become so related to particular real estate that an interest in them arises under real estate law; e.g. a furnace affixed to a house or other building; counters permanently affixed to the floor of a store; a sprinkler system installed in a building.
- 1.59. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.60. "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.61. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.62. "Interexchange Carrier" ("IXC") means a carrier authorized by the FCC to provide long distance Telecommunications Services between LATAs and interstate and/or a carrier authorized by a state public utility commission to provide long distance communications services.
- 1.63. "Interstate Toll Traffic" means the offering of transmission and switching services

from the purpose of origination and termination of interstate and telephone toll traffic.

- 1.64. "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. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.65. "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.
- 1.66. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Embarq Central Office Building cable or conduit systems.
- 1.67. "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 Embarq and other entities and validation for collect and billed-to-third party services.
- 1.68. "Live Load Capacity" as it relates to Level 3's collocation space refers to the structural strength of the floor to support the weight of Level 3's property and equipment installed in the collocated space.
- 1.69. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or Wire Center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which Level 3 is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.
- 1.70. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Embarq served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.71. "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.
- 1.72. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Embarq'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 Embarq tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.73. "Mobile Wireless Service" means any mobile wireless telecommunications

service, including any commercial mobile radio service.

- 1.74. "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 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.
- 1.75. "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 Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.76. "National Emergency Number Association" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.77. "Network Element" is as defined in the Act.
- 1.78. "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.
- 1.79. "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. NPAs will be used and assigned as approved in industry numbering guidelines and FCC orders.
- 1.80. "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.
- 1.81. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.82. "Operator Services" provides for:
 - 1.82.1. operator handling for call completion (e.g., collect calls);
 - 1.82.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.82.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.83. "Outside Cable Duct" shall mean any space located outside the Central Office

Building and owned by or under the control of Embarq through which Embarq runs its cable, conduit or other associated facilities.

- 1.84. “Parity” means, the provision by Embarq of services, Network Elements, functionality or telephone numbering resources under this Agreement to Level 3, including provisioning and repair, at least equal in quality, subject to the same conditions, provided within the same provisioning intervals, as those offered to Embarq, its Affiliates, subsidiaries, or end users. The quality of the interconnection between the network of Embarq and the network of Level 3 shall be at a level that is equal to that which Embarq provides itself, a subsidiary, an Affiliate, or any other party.
- 1.85. “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.
- 1.86. “Parties” means, jointly, Embarq and Level 3, and no other entity, affiliate, subsidiary or assign.
- 1.87. “Party” means either Embarq or Level 3, and no other entity, affiliate, subsidiary or assign.
- 1.88. “Percent Local Usage” (“PLU”) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.89. “Physical Collocation” is as defined in 47 CFR 51.5.
- 1.90. “Point of Interconnection” (“POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Level 3 and Embarq for the local interconnection of their networks.
- 1.91. “Premises” is as defined in 47 C.F.R. 51.5.
- 1.92. “Pre-Order Loop Qualification” (“Loop Qualification”) is an OSS function that includes supplying loop qualification information to Level 3s as part of the Pre-ordering Process. Examples of the type of information provided are:

- 1.92.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.92.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.92.2.1. Digital Loop Carrier (“DLC”) or other remote concentration devices;
 - 1.92.2.2. Feeder/distribution interfaces;
 - 1.92.2.3. Bridge taps;
 - 1.92.2.4. Load coils;
 - 1.92.2.5. Pair gain devices; or
 - 1.92.2.6. Disturbances in the same or adjacent binders.
- 1.92.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
- 1.92.4. Wire gauge or gauges; and
- 1.92.5. Electrical parameters.
- 1.93. “Proprietary Information” shall have the same meaning as Confidential Information.
- 1.94. “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 Embarq or Level 3 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 Embarq or Level 3 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. As approved by an FCC waiver or an FCC order, Information Services in addition to Telecommunication Services may use the NPA NXX code assignments and rate center arrangements”..
- 1.95. “Routing Point” means a location which Embarq or Level 3 has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Embarq or Level 3 which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be

designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.96. "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.
- 1.97. "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.
- 1.98. "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. A STP transmits, receives and processes CCIS messages.
- 1.99. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.100. "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 Embarq.
- 1.101. "Switch" means a Central Office Switch as defined in this Part A.
- 1.102. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.103. "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.
- 1.104. "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.

- 1.105. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.106. "Tier 1" Wire Centers are those Embarq Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Embarq tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.
- 1.107. "Tier 2" Wire Centers are those Embarq Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.
- 1.108. "Tier 3" Wire Centers are those Embarq Wire Centers that are not Tier 1 or Tier 2 Wire Centers.
- 1.109. "Telecommunications" is as defined in the Act.
- 1.110. "Telecommunications Carrier" is as defined in the Act.
- 1.111. "Telecommunications Service" is as defined in the Act.
- 1.112. "Trade fixtures " means articles placed in or attached to rented buildings by the tenant, to prosecute the trade or business for which he occupies the premises, or to be used in connection with such business, or promote convenience and efficiency in conducting it. Such chattels as merchants usually possess and annex to the premises occupied by them to enable them to store, handle, and display their goods, which are generally removable without material injury to the premises.
- 1.113. "Transit Service" means the delivery of Transit Traffic.
- 1.114. "Transit Traffic" means Local Traffic or ISP-Bound Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.
- 1.115. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.116. "Wholesale Service" means Telecommunication Services that Embarq provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Embarq provides to resellers at a wholesale rate.
- 1.117. "Wire center" for the purpose of Part E 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.
- 1.118. "xDSL" refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through K, 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, resale of Telecommunications Services and Unbundled Network Elements. 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, in the FCC's, and in the Commission's Rules and Regulations. 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. Embarq 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. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing Level 3 notice as required by this Section. Embarq agrees to cooperate with Level 3 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 AND CHANGE OF LAW

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted by Embarq to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Embarq and Level 3 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 provisions of this Agreement were negotiated as a whole based on these criteria and specific costs. Whether another competitive local exchange carrier could adopt this Agreement would be based on the competitive local exchange carrier being similarly situated in compliance with 47 C.F.R. 51.809.
- 4.3. 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 texts of state law, and the orders, rules and regulations promulgated thereunder by the Commission

as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act or state law, 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 or state law 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.

- 4.4. Notwithstanding any other provision of this Agreement to the contrary Section 4.3 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 Amended Rules 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 or state law as determined by the Amended rules. Embarq may charge rates to Level 3 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.
- 4.5. Notwithstanding anything in this Agreement to the contrary, 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, Embarq is not required to provide access to any unbundled network elements or combinations of such elements, or furnish any service, facility, arrangement, or benefit required to be furnished or provided to Level 3 under this Agreement, then Embarq may notify Level 3 of its intent to discontinue provisioning the specific unbundled network element or combinations of such elements, service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing written notice to Level 3. Immediately upon provision of such written notice, Level 3 will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements, unless the Order provides otherwise, and Level 3 must, within sixty (60) days of such written notice submit the necessary orders to either disconnect the Discontinued Arrangement or convert the Discontinued Arrangement to an analogous service ("Conversion Orders"). If Level 3 should fail to submit Conversion Orders within the required period, Embarq may deem the Discontinued Arrangements as converted and treat such arrangements as it would the analogous service for purposes of applying terms, conditions and rates.

- 4.6. If either Party enters into an agreement (“the Other Agreement”) approved by the Commission pursuant to section 252 of the Act which provides for provision of an interconnection arrangement, service, or network element covered in this Agreement to another requesting Telecommunications carrier, including itself or its affiliate, such Party shall make available to the other Party such interconnection, service, or network element upon the same terms and conditions as those provided in the Other Agreement pursuant to section 252(i) of the Act.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue until December 31, 2007 (“End Date”), unless earlier terminated in accordance with this Section 5.2, provided, however that if CLEC has any outstanding past due obligations to Embarq, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date and approval of this agreement by the Tennessee Regulatory Authority. No order or request for services under this Agreement shall be processed before Level 3 has established a customer account with Embarq unless such an account has been previously established pursuant to a prior interconnection agreement between the Parties and has formed the Implementation Team described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Embarq may terminate this Agreement upon ten (10) Days notice if Level 3 is not exchanging traffic with Embarq and has not submitted orders pursuant to this Agreement within 180 Days of the Effective Date. In addition, Embarq reserves the right to seek Commission approval to terminate this Agreement immediately upon notice from Level 3 or the Commission that it has ceased doing business in this state, but such termination shall not become effective until Level 3's customers have had a reasonable opportunity to obtain service from another telecommunications provider. Under such circumstances, the Parties agree to cooperate in the migration of Level 3's customers to other provider(s).
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq will assign the portions of this Agreement for those exchanges/markets where Level 3 is interconnected directly or indirectly and is providing Telecommunications Services or offering information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement as well. Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges where Level 3 is not interconnected directly or indirectly upon sixty (60) Days prior written notice, but in any event, Embarq shall make reasonable efforts to assist Level 3 in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, Level 3 will provide Embarq notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties

are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date or orders that are substantially completed as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Embarq will continue to provide services pursuant to one of the following:
 - 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
 - 6.3.2. An existing agreement between Embarq and another carrier adopted by Level 3 for the remaining term of that agreement. If Level 3 fails to designate an agreement under this subsection, then Embarq may designate such agreement.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the services provided by Embarq under this Agreement, Level 3 shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by Level 3 hereunder are set forth in Part K.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the Bill Date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
 - 7.2.1. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Embarq will suspend processing new orders and cancel any pending orders.
 - 7.2.2. If the undisputed account remains delinquent ninety (90) Days after the bill date, Embarq will terminate all services under this Agreement.
- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in

accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the undisputed portion of the invoice.

- 7.4. Embarq will assess late payment charges to Level 3 until the undisputed amount due is paid in full. Level 3 will assess late payments to Embarq until the undisputed amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of

7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law in the state for commercial transactions, compounded daily for the number of days from the payment date to and including the date the party actually makes the payment to Embarq, or

7.4.2. 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 payment is actually made.

- 7.5. Embarq reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

8. AUDITS AND EXAMINATIONS

- 8.1. 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.

- 8.2. 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).

- 8.3. 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 8.3, 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.
- 8.4. 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 7.4 above.
- 8.5. 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.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. 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.
- 9.2. Level 3 acknowledges that its right under this Agreement for Local Interconnection with Embarq's network and to unbundled and/or combine Embarq's Network Elements may be subject to or limited by intellectual property

rights and contract rights of third parties. Embarq agrees to use its best efforts to obtain for Level 3, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for Level 3 to use such unbundled network element in the same manner as Embarq.

- 9.3. Embarq shall have no obligations to attempt to obtain for Level 3 any third party intellectual property right(s) that would permit Level 3 to use any unbundled network element in a different manner than used by Embarq.
- 9.4. To the extent not prohibited by a contract with the vendor of the network element sought by Level 3 that contains intellectual property licenses, Embarq shall reveal to Level 3 the name of the vendor, the intellectual property rights licensed to Embarq under the vendor contract and the terms of the contract (excluding cost terms). Embarq shall, at Level 3's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Level 3.
- 9.5. All costs associated with the extension of third party intellectual property rights to Level 3 pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting Level 3 using that unbundled network element including Embarq.
- 9.6. Embarq hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning Level 3's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with Level 3's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Embarq agrees in Section 9.2 to use its best efforts to obtain.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise set forth in this Agreement, or except in the case of gross negligence or willful misconduct, 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 11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Embarq's liability to Level 3 for a service outage exceed an amount equal to the proportionate

charge for the service(s) or unbundled element(s) provided for the period during which the service was affected except in the case of gross negligence or willful misconduct.

11. INDEMNIFICATION

- 11.1. 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 gross negligence or willful misconduct of the indemnifying Party.
- 11.2. Level 3 shall indemnify and hold harmless Embarq from all claims by Level 3's subscribers.
- 11.3. Embarq shall indemnify and hold harmless Level 3 from all claims by Embarq's subscribers.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. When the lines or services of other companies and Level 3s 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.
- 11.8. 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
 - 11.8.1. 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

11.8.2. Consequential Damages (as defined in Section 10 above).

12. BRANDING

- 12.1. Level 3 shall provide the exclusive interface to Level 3 subscribers, except as Level 3 shall otherwise specify for the reporting of trouble or other matters identified by Level 3 for which Embarq may directly communicate with Level 3 subscribers. In those instances where Level 3 requests that Embarq personnel interface with Level 3 subscribers, such Embarq personnel shall inform Level 3 subscribers that they are representing Level 3 or such brand as Level 3 may specify.
- 12.2. Other business materials furnished by Embarq to Level 3 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. Embarq shall share pertinent details of Embarq's training approaches related to branding with Level 3 to be used by Embarq to assure that Embarq 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 material breach or threatened material 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 including but 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 and/or Proprietary Information").
- 14.2. During the term of this Agreement, and for a period of three (3) years thereafter, Recipient shall
- 14.2.1. use it only for the purpose of performing under this Agreement,
 - 14.2.2. hold it 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 it 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

- 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. which 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 14.6 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. Thereafter, the successor Party shall be deemed Level 3 or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

16.2. Except as provided in Section 16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, state law, 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 Level 3 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 Embarq:	Director Local Carrier Markets Embarq 9300 Metcalf Overland Park, KS 66212 Mailstop: KSOPKB0401-413	If to Level 3:	Director of Interconnection Policy Level 3 Communications, LLC 1025 Eldorado Blvd. Broomfield, CO 80021 Tel. 720-888-2620 Fax. 720-888-5134
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With a copy to:	With a copy to:	VP-Interconnection Services Level 3 Communications, LLC 1025 Eldorado Blvd. Broomfield, CO 80021 Tel. 720-888-3052 Fax. 720-888-5058
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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 7, 8, 9, 10, 11, 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 Section 4.4 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 or its affiliates operations. In the event of such performance delay or failure by Embarq, Embarq agrees to resume performance in a nondiscriminatory manner and not favor its own or its affiliates provision of services above that of Level 3.

24. DISPUTE RESOLUTION

- 24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. 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. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. 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. 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. This provision shall not preclude the Parties from seeking relief available in any other forum.

- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the discovery of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet 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, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or the Commission or any other forum.

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 subject to the dispute resolution section of this Agreement. 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. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

28. SEVERABILITY

- 28.1. Subject to Section 4.3, 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, Embark and Level 3 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 A Section 24.

33. FEDERAL JURISDICTIONAL AREAS

- 33.1. Article 1, § 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for

military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Embarq has contracts with federal entities that limit or prohibit the ability of Level 3 to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Embarq will provide Level 3 with information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES

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

34.1.1. Embarq will process such orders and provision services consistent with the terms contained in Section 70, of this Agreement.

34.1.2. Where Level 3 is using a single facility to provide service to multiple end user customers, Embarq will not disconnect that facility as a result of the following procedures.

34.1.3. Embarq will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.

34.1.4. Customer with Existing Service Changing Local Service Provider

34.1.4.1. In situations where a competitive LEC submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (*i.e.*, an additional line), Embarq will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

34.1.5. Customer with Existing Service Adding New Service

34.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (*i.e.*, an additional line), the order should be marked as an additional line and existing facilities will not be affected.

34.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service

34.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original end user customer has abandoned the service in place.

34.1.6.2. When a carrier requests service at a location and marks the order as abandoned and Level 3 is the previous local service

provider, Embarq shall notify Level 3 via fax that it has had a request for service at the premise location that is currently being served by Level 3;

- 34.1.6.3. If available to Embarq, Embarq shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
- 34.1.6.4. If Level 3 does not respond within twenty-four (24) business hours after receiving Embarq's notification or if Level 3 responds relinquishing the facilities, Embarq shall be free to use the facilities in question and Embarq shall issue a disconnect order with respect to the Level 3 service at that location. If Level 3 responds stating that the service is working and should not be disconnected, Embarq will notify the carrier ordering service and request verification of the address and location or the submission of an order for an additional line.

35. PRICE SCHEDULE

- 35.1. 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.
- 35.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35.3. Local Service Resale

35.3.1. The rates that Level 3 shall pay to Embarq for Local Resale are as set forth in Table One of this Agreement and shall be applied consistent with the provisions of Part D of this Agreement.

35.4. Unbundled Network Elements

35.4.1. The charges that Level 3 shall pay to Embarq for Unbundled Network Elements are set forth in Table One of this Agreement.

35.5. Collocation

35.5.1. The charges that Level 3 shall pay to Embarq for Collocation are set forth in Table Two of this Agreement.

35.6. Call Related Databases

35.6.1. The charges that Level 3 shall pay to Embarq for Call Related Databases purchased pursuant to Part J are set forth in Table One of this Agreement.

36. SECURITY DEPOSIT

36.1. Embarq reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Embarq and all ILEC affiliates of Embarq. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

36.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Embarq.

36.3. If a security deposit is required in accordance with section 36.1 on a new account, Level 3 will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Embarq of additional orders for service.

36.4. The security deposit shall be two (2) months' estimated billings as calculated by Embarq, or twice the most recent month's invoices from Embarq for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.

36.5. The fact that a security deposit has been made in no way relieves Level 3 from complying with Embarq'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 Embarq for the discontinuance of service for non-payment of any sums due Embarq.

36.6. Embarq may increase the security deposit requirements when, in Embarq's

reasonable judgment, changes in Level 3's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Embarq may stop processing orders for service and Level 3 will be considered in breach of the Agreement.

- 36.7. Any security deposit shall be held by Embarq as a guarantee of payment of any charges for carrier services billed to Level 3. Embarq may exercise its right to credit any cash deposit to Level 3'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:
 - 36.7.1. when Level 3 undisputed balances due to Embarq that are more than thirty (30) Days past due; or
 - 36.7.2. when Level 3 files for protection under the bankruptcy laws; or
 - 36.7.3. when an involuntary petition in bankruptcy is filed against Level 3 and is not dismissed within sixty (60) Days;
 - 36.7.4. when this Agreement expires or terminates;
 - 36.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 39; or
 - 36.7.6. Level 3 fails to provide Embarq with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Embarq hereunder.
- 36.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be credited to Level 3's account when Level 3 has made current payments for carrier services to Embarq and all Embarq ILEC affiliates for twelve (12) consecutive months.
- 36.9. Any letter of credit issued to Embarq hereunder must meet the following requirements:
 - 36.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If Level 3 proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then Level 3 must obtain the prior written approval of such bank by Embarq.
 - 36.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Embarq and must include an automatic one-year extension.
 - 36.9.3. If Level 3 receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Level 3 shall promptly

notify Embarq of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, Level 3 shall provide Embarq a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Embarq). If Level 3 provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Embarq 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, Embarq will provide the original, expiring letter of credit to Level 3.

- 36.9.4. If Level 3 desires to replace any letter of credit issued to Embarq 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 36.

PART D - LOCAL RESALE

37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 37.1. At the request of Level 3, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to Level 3 for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to Level 3 pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to Level 3 for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

38. GENERAL TERMS AND CONDITIONS

- 38.1. The prices charged to Level 3 for Local Resale are the Embarq tariff retail prices, discounted as set forth in Part C of this Agreement.
- 38.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs
- 38.1.1.1. Lifeline and Link-up Services will be made available at wholesale discount rates.
- 38.1.2. Embarq will make any service grandfathered to an end user or any Individual Case Basis ("ICB") service available to Carrier for resale to that same end-user at the same locations(s). Should Embarq discontinue any grandfathered or ICB service, Embarq will provide to Carrier any legally required notices as soon as practicable and at least equal in quality and timeliness to that which is provided to Embarq's own customer, prior to the effective date of changes in or discontinuation of any product or service that is available for resale under this section.
- 38.1.3. Embarq shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date Level 3 commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or

ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section 38.1.

- 38.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 38.1.5. For Telecommunications Services that are offered by Embarq to its end users and that are available for resale, the rules and regulations associated with Embarq's retail tariff(s) shall apply when the services are resold by Level 3. Use limitations shall be in parity with services offered by Embarq to its end users.
- 38.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on Level 3's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, Level 3 shall be prohibited from marketing its products using the Embarq product name (e.g., Level 3 may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- 38.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 38.1.8. Hospitality Service. Embarq shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 38.1.9. LIDB Administration
 - 38.1.9.1. Embarq shall maintain customer information for Level 3 customers who subscribe to resold Embarq local service dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user

subscribers. Embarq shall update and maintain Level 3 information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

38.1.9.2. Until such time as Embarq's LIDB has the software capability to recognize a resold number as Level 3's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

38.1.10. Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from Level 3. Embarq will bill and Level 3 will pay any PIC change charges. Embarq will only accept said requests for PIC changes from Level 3 and not from Level 3's end users.

PART E - NETWORK ELEMENTS

39. GENERAL

- 39.1. Pursuant to the following terms, Embarq will unbundle and separately price and offer Unbundled Network Elements ("UNEs") at a rate in compliance with the FCC's pricing rules for UNEs and as shown on Table One. Level 3 shall pay Embarq each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is Level 3's obligation to combine Embarq-provided UNEs with any facilities and services that Level 3 may itself provide.

40. USE OF UNBUNDLED NETWORK ELEMENTS

- 40.1. Embarq shall offer UNEs to Level 3 that are capable of being used in the provision of a Telecommunications Service to Level 3 subscribers. Embarq shall offer UNEs to Level 3 on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement and Applicable Rules.
- 40.2. Level 3 may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Level 3 may Commingle UNEs with Wholesale Services or tariffed access services obtained from Embarq as provided for in this Agreement.
- 40.3. Each UNE provided by Embarq to Level 3 shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Embarq provides to itself, Embarq's own subscribers, to an Embarq Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 40.4. Level 3 must use any UNE purchased from Embarq for the purpose of providing local exchange services. Level 3 may use a UNE for the provision of interexchange and information services to the extent Level 3 is also providing local exchange services over the same UNE subject to the restrictions listed below. Prior to submitting an order pursuant to this Agreement, Level 3 will undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such UNEs. By submitting any such order Level 3 self-certifies that to the best of Level 3's knowledge at the time of ordering, that these requirements are met for each UNE ordered.
- 40.4.1. Applicable restrictions for EELs are found in Part E, Sec. 55.4.4.
- 40.4.2. Level 3 may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by Level 3 into a

third party collocation cannot be used by the third party collocator to provide retail interexchange services. Facilities connecting Embarq's network and interexchange carriers' networks do not qualify as UNEs and will not be available to Level 3 as UNEs

- 40.4.3. Level 3 can use unbundled loops to provide xDSL services in accordance with this Agreement.

41. BONA FIDE REQUEST PROCESS

- 41.1. Embarq shall promptly consider and analyze Level 3 requests for unbundled network elements included in this Agreement that are not currently developed by Embarq, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or development of and changes to Embarq work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder. UNEs or combinations of UNEs not specifically covered by this Agreement, but which have previously been provided to another carrier by the receiving Party are not subject to the BFR process but shall be, at a minimum, offered to the requesting party on the same rates, terms and conditions under which they were provided to the third-party carrier, provided, however, Embarq will provision services upon Level 3's acceptance of the price quote. The Parties will promptly negotiate an amendment to this Agreement to incorporate terms, conditions and TELRIC compliant rates for such UNEs or combinations of UNEs. The negotiation of the amendment will not impact the progress of the BFR.
- 41.2. A BFR shall be submitted in writing on the Embarq Standard BFR Form and shall include a clear technical description of each request.
- 41.3. Level 3 may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 41.4. Within ten (10) calendar days of its receipt, the Embarq shall acknowledge receipt of the BFR.
- 41.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, Embarq shall provide to Level 3 a preliminary analysis of such BFR.
- 41.6. Upon receipt of the preliminary analysis, Level 3 shall, within thirty (30) calendar days, notify Embarq, in writing, of its intent to proceed or not to proceed.
- 41.7. Embarq shall promptly proceed with the BFR upon receipt of written authorization from Level 3. When it receives such authorization, Embarq shall promptly develop the requested services, determine their availability, calculate the

applicable prices and establish installation intervals.

- 41.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Embarq shall provide to Level 3 a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.
- 41.9. Within thirty (30) calendar days of its receipt of the BFR Quote, Level 3 must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 41.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

42. INDIVIDUAL CASE BASIS PRICING

- 42.1. Individual Case Basis (ICB) pricing will be provided by Embarq upon request from Level 3 for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 42.2. Embarq will process ICB Pricing requests upon receipt from Level 3. Embarq will provide Level 3 a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

43. NETWORK INTERFACE DEVICE

- 43.1. Embarq 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.
- 43.2. 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.
- 43.3. Level 3 may connect its NID to Embarq's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Embarq's NID. Embarq will provide one NID termination with each loop. If additional NID terminations are required,

Level 3 may request them pursuant to the process detailed in the Bona Fide Request Section herein.

- 43.4. Embarq will provide Level 3 with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Embarq will dispatch a technician and tag the wiring at Level 3's request. In such cases the charges specified in Table One will apply.
- 43.5. Embarq will not provide specialized (Embarq non-standard) NIDS to Level 3 subject to a BFR of the first request. Embarq will provide subsequent requests for the same specialized (Embarq non-standard) NIDs, subject to ICB.
- 43.6. The Embarq NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to Level 3's NID 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.
- 43.7. When requested, Embarq will provide NIDs separately from loops for a separate price as shown in Table 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table 1.

44. LOOP

- 44.1. Embarq will provide Level 3 access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from Level 3's request for Local Loops is contained in Section 53.
- 44.2. At Level 3's request, and if technically feasible, Embarq will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch. To the extent Level 3 requests testing that would require Embarq to purchase new equipment, establish new procedures, or make systems modifications, Level 3 will compensate Embarq for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in section 41.
 - 44.2.1. Basic Testing does not include cooperative efforts that require Embarq's technician to work jointly with Level 3's staff ("Cooperative Testing").
 - 44.2.2. Cooperative testing will be provided by Embarq at Level 3's expense. Embarq technicians will try to contact Level 3's representative at its Network Operations Center using the Level 3 provided toll free number

the conclusion of installation. If Level 3 does not respond within 3 minutes, Embarq may, in its sole discretion, abandon the test and Level 3 will be charged for the test.

- 44.2.3. Embarq will charge Level 3 at the rates set out on Table One, when the location of the trouble on a Level 3-reported ticket is determined to be in Level 3's network or on Level 3 end user's side of the Demarcation Point.

44.3. Analog Loop Capabilities

- 44.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at Level 3's end user's premises. Level 3 shall not install equipment on analog Loops that exceeds the specified bandwidth.
- 44.3.2. Embarq will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.

44.4. Digital Loops

- 44.4.1. Embarq will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which Level 3 may deploy advanced services. Deployment of advanced services over digital loops by Level 3 will be consistent with the terms and conditions contained in Section 44.8. On digital Loops, Embarq will only provide electrical continuity and line balance.
- 44.4.2. Embarq shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 44.4.3. Reverse ADSL Loops. If Level 3's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

44.5. Non-Standard Digital Loops

- 44.5.1. If Level 3 requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Embarq will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical

specifications, however, all of the SMC requirements set forth in Section 44.4 are applicable.

44.6. DS1 Loops

- 44.6.1. Subject to the cap in Section 44.6.2, Embarq will provide Level 3 nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that Wire Center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 44.6.2. Level 3 may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If Level 3 has more than ten DS1 loops to a single building Level 3 will transition any DS1 loops in excess of ten to another service within 90 days.
- 44.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that Level 3 leases from Embarq, but which Embarq is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS1 loops back to March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 44.6.4. Where Embarq is not required to provide unbundled DS1 loops pursuant to Sections 44.6.1 and 44.6.2, Level 3 may not obtain new DS1 loops as UNEs.
- 44.6.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS1 loops for the identified Wire Centers 30 days after the date of the notice. Any DS1 loops leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
 - 44.6.5.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

44.7. DS3 Loops

- 44.7.1. Subject to the cap described in Section 44.7.2, Embarq shall provide Level 3 with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 44.7.2. Level 3 may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. If Level 3 has more than one DS3 loops to a single building Level 3 will transition any DS3 loops in excess of one to another service within 90 days.
- 44.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that Level 3 leases from Embarq of that date, but which Embarq is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS3 loops back to March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 44.7.4. Where Embarq is not required to provide unbundled DS3 loops pursuant to Sections 44.7.1 and 44.7.2, Level 3 may not obtain new DS3 loops as UNEs.
- 44.7.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS3 loops for the identified Wire Centers 30 days after the date of the notice. Any DS3 loops leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
- 44.7.5.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

44.8. Adherence to National Industry Standards

- 44.8.1. In providing advanced service loop technology, Embarq shall allow Level 3 to deploy underlying technology in accordance with Applicable Rules, including but not limited to 51.230 and 51.232.
- 44.8.2. A particular technology shall be presumed acceptable for deployment

under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 44.8.2.1. Complies with existing industry standards;
- 44.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
- 44.8.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services.
- 44.8.2.4. Embarq may not deny LEVEL3's request to deploy a technology that is presumed acceptable for deployment unless Embarq demonstrates to the relevant state commission that deployment of that particular technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 44.8.2.5. Where Level 3 seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3, the burden is on Level 3 to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful demonstration by Level 3 before a state commission, the deployed technology shall be presumed acceptable for deployment in other areas.

44.8.3. If either party claims that a deployed advanced service technology significantly degrades other advanced services or traditional voiceband services, the claiming Party will notify the deploying party and give them a reasonable opportunity to correct the problem in accordance with FCC C.F.R. 51.233. Where the carrier whose services are being degraded does not know the precise cause of the degradations, it must notify each carrier that may have caused or contributed to the degradation. Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation. Any claims of network harm presented to the deploying carrier(s) or if subsequently necessary, the relevant state commission must be supported with specific and verifiable information. If the Commission determines that the deployed technology significantly degrading the performance of other advanced services or impair traditional analog circuit-switched voice band services, the deploying party shall discontinue deployment of that technology and migrate existing customers to another

technology that does not disturb.

44.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 44.8.2, the degraded service shall not prevail against the newly deployed technology.

44.8.5. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, Level 3 will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.

44.8.6. Level 3 shall meet the power spectral density requirement given in the respective technical references listed below:

44.8.6.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

44.8.6.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

44.8.6.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

44.8.6.4. As an alternative to Section 44.8.6.1, Level 3 may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard," and subsequent revisions of this document.

44.9. Information to be Provided for Deployment of Advanced Services

44.9.1. Upon request, Embarq shall provide to Level 3:

44.9.1.1. information with respect to the spectrum management procedures and policies that Embarq uses in determining which services can be deployed;

44.9.1.2. information with respect to the rejection of Level 3's provision of advanced services, together with the specific reason for the rejection; and

44.9.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

44.9.2. In connection with the provision of advanced services, Level 3 shall provide to Embarq the following information on the type of technology

that Level 3 seeks to deploy where Level 3 asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

- 44.9.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- 44.9.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if Level 3 requires a change in the SMC of a particular loop, Level 3 shall notify Embarq in writing of the requested change in SMC (via a service order);
- 44.9.2.3. to the extent not previously provided Level 3 must disclose to Embarq every SMC that Level 3 has implemented on Embarq's facilities to permit effective Spectrum Management.

44.10. Hybrid Loops. Embarq will provide Level 3 access to Hybrid Loops for the provision of narrowband services as provided below. Embarq is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

- 44.10.1. When Level 3 requests access to a Hybrid Loop for the provision of narrowband services, Embarq will
 - 44.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or
 - 44.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

44.11. Fiber Loops

44.11.1. Dark Fiber Loops

- 44.11.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 44.11.1.2. Embarq is not required to provide Level 3 with access to dark fiber loop on an unbundled basis.
- 44.11.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that Level 3 leases from Embarq as of March 1, 2005 shall be available for lease from Embarq at the rate on Table One. The charges for dark fiber loop are

subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. Level 3 may not obtain new dark fiber loops as UNEs.

- 44.11.1.4. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. By March 10, 2006, Level 3 must transition the UNEs to alternative facilities or arrangements.

44.12. FTTH and FTTC Fiber Loops

- 44.12.1. New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to a residential unit that previously has not been served by any loop facility.

- 44.12.2. Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

- 44.12.2.1. Embarq will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.

- 44.12.2.2. If Embarq deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Embarq will restore the Copper Loop to serviceable condition upon request.

- 44.12.2.3. If Embarq deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Embarq will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.

- 44.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Embarq will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

- 44.13. Tag and Label. At Level 3's request, Embarq will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

- 44.13.1. Embarq will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 44.13.2. Level 3 must specify on the order form whether each Loop should be tagged and labeled.
- 44.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

45. SUBLOOPS

- 45.1. Embarq will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Embarq will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to Level 3 covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Embarq will offer subloops in accordance with Table One.
- 45.2. Embarq is not required to provide Level 3 access to dark fiber subloops.
- 45.3. Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by Level 3 to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.
 - 45.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 45.4. Multiunit premises wiring. Embarq will make available to Level 3 access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at or near the building in any technically feasible manner, including, at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit customer premises between the minimum point of entry and the point of demarcation.

- 45.4.1. An accessible terminal is any point in Embarq's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 45.4.2. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 45.5. Embarq will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so at Parity.
- 45.6. Deployment of advanced services by Level 3 over subloops will be in accordance with Section 44.8.
- 45.7. Reverse ADSL Loops. If Level 3's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

46. OPERATIONS SUPPORT SYSTEMS (OSS)

- 46.1. Embarq will offer unbundled access to Embarq's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Embarq's databases and information. The OSS element includes access to all loop qualification information contained in Embarq's databases or other records, including information on whether a particular loop is capable of providing advanced services.

47. LOOP MAKE-UP INFORMATION

- 47.1. Embarq shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 47.2. Information provided to the Level 3 will not be filtered or digested in a manner that would affect Level 3's ability to qualify the loop for advanced services.
- 47.3. Embarq shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular Wire Center or NXX

code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting Level 3 connects to the Embarq LTD network.

- 47.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to Level 3 with identification of what specifically is not valid.
- 47.5. Embarq may provide the requested Loop Make-Up Information to Level 3 in whatever manner Embarq would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, Level 3 must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 47.6. If Level 3 does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, Level 3 agrees that:
 - 47.6.1. Level 3 will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 47.6.2. If Embarq undertakes Loop Make-Up Information activity to determine the reason for such failure, Level 3 will be charged a Loop Make-Up Information Charge; and
 - 47.6.3. If Embarq undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, Level 3 will pay applicable conditioning charges as set forth in Table One pursuant to Section 53.3 of this Agreement.

48. LOCAL CIRCUIT SWITCHING

- 48.1. DS0 Capacity (i.e. mass market)
 - 48.1.1. Embarq is not required to provide access to local circuit switching on an unbundled basis to Level 3 for the purpose of serving end-user customers using DS0 capacity loops.
 - 48.1.2. Level 3 shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Level 3 must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period.
 - 48.1.3. Notwithstanding the above section, for a 12-month period from March 11, 2005, Embarq shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis

for Level 3 to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. Level 3 will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. Level 3 may not obtain new local circuit switching as an unbundled network element.

- 48.2. Elements related to the local circuit switching element will be made available on an unbundled basis to Level 3 to the extent that Level 3 is entitled to unbundled local circuit switching as set forth above.

- 48.2.1. Embarq will provide Level 3 with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Embarq is required to provide unbundled local circuit switching as set forth above.

- 48.3. Embarq is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

- 48.4. Embarq is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

49. DEDICATED TRANSPORT

- 49.1. Embarq shall provide Level 3 with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Embarq's Wire Centers or switches and another of Embarq's Wire Centers or switches. A route between two points (*e.g.*, Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (*e.g.*, Wire Center or switch "X"). Transmission paths between identical end points (*e.g.*, Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

- 49.1.1. Embarq is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of incumbent LEC Wire Centers (*i.e.* entrance facilities). Further, Embarq is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

- 49.2. Dedicated DS1 transport shall be made available to Level 3 on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

- 49.2.1. Embarq shall unbundle DS1 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in

Part A, both Wire Centers defining the route are Tier 1 Wire Centers. As such, Embarq will unbundle DS1 transport if a Wire Center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 Wire Center.

49.2.2. Level 3 may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis. If Level 3 has more than ten DS1 dedicated transport circuits on a single route Level 3 will transition any DS1 dedicated transport circuits on a route in excess of ten to another service within 90 days.

49.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that Level 3 leases from Embarq as of that date, but which Embarq is not obligated to unbundle pursuant to Sections 49.2.1 and 49.2.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS1 dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled DS1 transport pursuant Sections 49.2.1 and 49.2.2, Level 3 may not obtain new DS1 transport as unbundled network elements as of March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.2.4. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice. Any DS1 Dedicated Transport leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.

49.2.4.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.3. Dedicated DS3 transport shall be made available to Level 3 on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

49.3.1. Embarq shall unbundle DS3 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, Embarq will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

- 49.3.2. Level 3 obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis. If Level 3 has more than twelve DS3 dedicated transport circuits on a route Level 3 will transition any DS3 dedicated transport circuits on a route in excess of twelve to another service within 90 days.
- 49.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that Level 3 leases from Embarq as of that date, but which Embarq is not obligated to unbundle pursuant to sections 49.3.1 and 49.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. Level 3 will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled DS3 transport pursuant to sections 49.3.1 and 49.3.2, Level 3 may not obtain new DS3 transport as unbundled network elements. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 49.3.4. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice. Any DS3 Dedicated Transport leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
 - 49.3.4.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.4. Technical Requirements for DS1 and DS3 Dedicated Transport

- 49.4.1. Where technologically feasible and available, Embarq shall offer Dedicated Transport consistent with the underlying technology as follows:
 - 49.4.1.1. When Embarq provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to Level 3 designated traffic.
 - 49.4.1.2. Where Embarq has technology available, Embarq shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONEFT (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

49.5. Dedicated Dark Fiber Transport

49.5.1. General Rules and Definition

49.5.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

49.5.1.2. Embarq will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

49.5.1.2.1. Embarq shall unbundle dark fiber transport between any pair of Embarq Wire Centers except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. Embarq will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

49.5.1.2.2. Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that Level 3 leases from Embarq, where Embarq is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. Level 3 will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled dark fiber transport, Level 3 may not obtain new dark fiber transport as a UNE.

49.5.1.2.3. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. By March 10, 2006, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.5.1.3. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice. Any Dark Fiber Dedicated Transport leased from Embarq on the date of the notice shall be available for a 18-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.

49.5.1.3.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement

within eighteen months of the above notice date.
By the end of the twelve month period, Level 3
must have transitioned the UNEs to alternative
facilities or arrangements.

49.5.2. Fiber Availability

- 49.5.2.1. Spare fibers in a sheath are not considered available if Embarq has plans to put the fiber in use within the current year or the following year. '
- 49.5.2.2. Embarq will also maintain fibers to facilitate maintenance, rearrangements and changes. Embarq will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 49.5.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

49.5.3. Interconnection Arrangements

- 49.5.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by Level 3 to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 49.5.3.2. The CLEC that requests Dark Fiber must be able to connect to the Embarq fiber by means of fiber patch panel.
- 49.5.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Embarq will purchase and install intraoffice cabling at Level 3's expense. Embarq's obligations are not subject to unbundling requirements and Level 3s purchase order will not be submitted under this Agreement.
- 49.5.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of Level 3.

49.5.4. Dark Fiber Application and Ordering Procedure

- 49.5.4.1. Level 3 will submit a Dark Fiber Application (DFA) and application fee to request that Embarq determine the availability of Dark Fiber between Level 3-specified locations. See Table One for application fee amount.
- 49.5.4.2. Within twenty (20) business days of receipt of DFA, Embarq will provide Level 3 with a response regarding fiber availability and price.
 - 49.5.4.2.1. If Dark Fiber is not available, Embarq will notify Level 3 of the DFA rejection.

- 49.5.4.2.2. Level 3 will follow the Dispute Resolution Process outlined in Part B of this Agreement if Level 3 wishes to contest the rejection.
- 49.5.4.3. If Dark Fiber is available, Level 3 will notify Embarq of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Embarq will reserve the requested Dark Fiber for Level 3 during these ten (10) business days. If, however, Level 3 does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 49.5.4.4. After ten (10) business days of receipt of the price quote, if Level 3 has not accepted, Level 3 must submit another DFA and application fee.
- 49.5.4.5. Level 3 will submit a firm order for Dark Fiber via an access service request (ASR).
- 49.5.4.6. By submitting the Dark Fiber firm order, Level 3 agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges. Level 3 may dispute the price quote pursuant to the dispute resolution provisions of this Agreement.
- 49.5.4.7. Due Date. Embarq will provision Dark Fiber twenty (20) Business Days after it receives firm order from Level 3. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Embarq will allow Level 3 to extend due date for firm order completion up to sixty (60) business days from the date Embarq receives firm order from Level 3. This extended due date must be specified on the firm order.
- 49.5.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
- 49.5.4.7.1.1. Level 3 disputes the price quote under the dispute resolution provisions of this Agreement;
- 49.5.4.7.1.2. Level 3 cancels firm order before the established due date. If this occurs, Level 3 agrees to reimburse Embarq for all costs incurred to date; or

- 49.5.4.7.1.3. a third party submits firm order for same Dark Fiber. If this occurs, Level 3 must begin compensating Embarq for monthly recurring and non-recurring charges in order to reserve fiber, once Embarq is able to provide Dark Fiber to Level 3.

49.5.5. Maintenance and Testing

- 49.5.5.1. Embarq is only responsible for maintaining the facilities that it owns.
- 49.5.5.2. Embarq will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 49.5.5.3. For meet point arrangements, Embarq will conduct cooperative testing with another carrier at Level 3's request. Level 3 will compensate Embarq for the costs of the cooperative testing.
- 49.5.5.4. Embarq does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 49.5.5.5. Embarq is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the Level 3 requirements.

49.5.6. Rules for Take Back

- 49.5.6.1. Embarq reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 49.5.6.2. Embarq will provide Level 3 twelve (12) months written notice prior to taking back fiber.
- 49.5.6.3. If multiple Level 3s have leased fiber within a single sheath, Embarq will take back the fiber that was the last to be leased.
- 49.5.6.4. Embarq will provide the Level 3 with alternative transport arrangements when Embarq takes back working fiber.
- 49.5.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if Level 3 wishes to contest Embarq's decision to take back its leased fiber.

50. COMMINGLING

- 50.1. For the purpose of this section, wholesale services includes both services Level 3 procures for resale pursuant to 251(c)(4) and exchange access service purchased from Embarq's access tariffs.
- 50.2. Level 3 may Commingle an unbundled network element or combination of UNEs

with wholesale services purchased from Embarq, subject to section 52.4.4. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq subject to section 41. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Embarq will not ratchet price individual components; that is, Embarq will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement.

51. LINE SPLITTING

51.1. Line Splitting

51.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

51.1.2. Whenever Level 3 purchases the unbundled loop, Level 3 shall control the entire loop spectrum.

51.1.3. Embarq shall institute procedures to allow Level 3 or another carrier to order HFS data capabilities on a UNE loop.

51.2. When either Level 3 or the other carrier orders Line Splitting using Level 3's OCN, Level 3 will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Embarq will bill the other carrier for the Line Splitting charges.

52. UNE COMBINATIONS

52.1. Level 3 may order UNEs either individually or in the combinations, including EELs as specifically set forth in this Section of the Agreement.

52.2. General Terms and Conditions

52.2.1. Embarq will allow Level 3 to order each UNE individually in order to permit Level 3 to combine UNEs with other UNEs obtained from Embarq as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network

elements or to interconnect with Embarq's network. Level 3 will compensate Embarq the costs of work performed to combine the requested UNEs.

52.2.2. Level 3 may Commingle an unbundled network element or combination of UNEs with access services purchased from Embarq. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq. Level 3 will compensate Embarq the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges. Embarq will not ratchet price individual components; that is, Embarq will not reflect a combination of UNE and access rates for the same component. Access service rates will be per the appropriate tariff. Embarq will provide Level 3 access to EEL as provided in this Agreement. Any request by Level 3 for Embarq to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 41 and made available to Level 3 upon implementation by Embarq of the necessary operational modifications.

52.2.3. The provisioning of EEL combinations is limited to existing facilities and Embarq is not obligated to construct additional facilities to accommodate any request by Level 3.

52.3. Specific Combinations and Pricing

52.3.1. In order to facilitate the provisioning of EELs, Embarq shall support the ordering and provisioning of this specific combination as set forth below.

52.4. Embarq Offers the Following Combinations of Network Elements

52.4.1. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

52.4.1.1. Embarq will continue to provide existing combinations of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Embarq is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, to the extent Embarq is required to provide unbundled local switching as set forth in Section 48 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge until March 10, 2006. Embarq will

also bill Level 3 for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

- 52.4.1.2. Until such time as Embarq can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to Level 3 at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Embarq will convert from billing Level 3 based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.
- 52.4.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
- 52.4.1.4. Embarq will provide originating and terminating access records to Level 3 for access usage over UNE-P. Level 3 will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Embarq will bill Level 3 at the rate set forth in Table 1 for these records.
- 52.4.1.5. Embarq will provide Level 3 toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 41 of this Agreement. Embarq will bill Level 3 at the rate set forth in Table 1 for these records.
- 52.4.2. EELs are the combination of the NID, Loop, and Dedicated Transport network elements together with any facilities, equipment, or functions necessary to combine those network elements. Level 3 may also order commingled EELs.
 - 52.4.2.1. Embarq will offer the combination of unbundled loops and unbundled Dedicated Transport, where Embarq is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Embarq will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for Level 3's provision of circuit switched telephone exchange service to Level 3's

end users. If Level 3 orders a Loop commingled with wholesale services, Level 3 will pay the applicable rates for the Loop out of Table One and the applicable rates for the wholesale services.

52.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

52.4.3. In order to obtain the EEL combinations below, a requesting Level 3 must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, Level 3 must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. Level 3 must continue to be in compliance with the service eligibility criteria for as long as Level 3 continues to receive the services in this section. Embarq will offer the following EEL Combinations:

52.4.3.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

52.4.3.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.

52.4.3.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

52.4.3.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.

52.4.3.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

52.4.3.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.

52.4.3.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

52.4.3.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.

52.4.3.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

52.4.4. EEL Eligibility Criteria

52.4.4.1. Level 3 must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, Level 3 must have complied with registration, tariffing, filing fee, or other regulatory

requirements applicable to the provision of local voice service in the area served;

52.4.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

52.4.4.2.1. Each circuit to be provided to each Level 3 customer must be assigned one local number prior to the provision of service over the circuit;

52.4.4.2.2. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

52.4.4.2.3. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;

52.4.4.2.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements in accordance with FCC C.F.R. Section 51.318(c):

52.4.4.2.4.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Embarq's premises within the same LATA as the Level 3's customer's premises, when Embarq is not the collocater; or

52.4.4.2.4.2. a collocation located at a third party's premises within the same LATA as the Level 3's customer's premises, when Embarq is the collocater.

52.4.4.2.5. For each 24 DS1 EELs or other facilities having equivalent capacity, Level 3 must maintain at least one active DS1 local service interconnection trunk and Level 3 is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where Level 3 does not establish an interconnection arrangement with Embarq for the meaningful exchange of Local Traffic that flows in both directions, such

interconnection arrangement shall not satisfy this criteria for EELs in this section, and

52.4.4.2.6. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

52.4.4.3. Embarq has the right, upon thirty (30) Days notice, to audit Level 3's compliance with the service eligibility criteria defined by the FCC and as set forth above. Embarq will hire and pay for an independent auditor to perform the audit in accordance with the specific guidelines for EEL audits in the FCC's TRO Order. Level 3 will reimburse Embarq if the audit report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria. Embarq may request one audit in a calendar year. In the instance of non-compliance, Level 3 shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Embarq's audit rights in Part B of this Agreement.

53. MODIFICATIONS TO EMBARQ'S EXISTING NETWORK

53.1. Modifications to Unbundled Loop

53.1.1. A Routing Network Modification ("RNM") is an activity that Embarq regularly undertakes for its own customers which does not include the construction of new wires; (i.e. installation of new aerial or buried cable). Embarq will make routine network modifications to unbundled loop facilities used by Level 3 where the requested loop facility has already been constructed. Embarq will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Level 3 will compensate Embarq for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Embarq will provide a price quote via the ICB process and in accordance with the FCC's pricing rules.

53.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and

attaching electronic and other equipment that Embarq ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for Level 3.

- 53.1.1.2. Embarq is not obligated to build Time Division Multiplex (“TDM”) capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

53.2. Modifications to Dedicated Transport

- 53.2.1. Embarq will make routine network modifications to unbundled dedicated transport facilities used by Level 3 where the requested Dedicated Transport facilities have already been constructed. Embarq will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Level 3 will compensate Embarq for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Embarq will provide routine network modifications at the rates on Table One or Embarq will provide a price quote vis the ICB process and in accordance with the FCC’s pricing rules.

- 53.2.1.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable Level 3 to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for Level 3.

53.3. Loop Conditioning

53.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Embarq will condition loops at Level 3's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Embarq recommends that Level 3 utilize the Loop Make-Up process in Section 47 prior to submitting orders for loops intended for advanced services.

PART F - INTERCONNECTION

54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 54.1. Based upon the exchange of traffic between Level 3 and Embarq and Embarq's local operating company affiliates, the characteristics of the traffic, the types of traffic, the volumes of traffic exchanged between the parties, and the cost to provide service to Level 3 the following interconnection and compensation arrangement shall apply.
- 54.2. The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, VoIP and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
 - 54.2.1. Initially the Parties shall make available to each other two-way trunks (one-way directionalized) for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic and non-equal access IntraLATA toll traffic.
 - 54.2.2 Initially separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.
 - 54.2.3 In October 2006 the Parties will establish trunks in limited locations that are mutually agreed to by the Parties, for the purpose of testing the ability of Level 3 to transmit and Embarq to bill combined Local Traffic, ISP-Bound Traffic, VOIP traffic, intraLATA Traffic and interLATA Traffic over the interconnection trunks for termination to Embarq and Embarq to transmit to Level 3 Local Traffic and ISP-Bound Traffic for termination by Level 3 ("Multi-Jurisdictional Trunking").
 - 54.2.4 After the testing referenced in the foregoing Section 54.2.3 is completed to both Parties satisfaction, such representation of satisfaction not to be unreasonably withheld, it is the Parties' mutual goal to implement Multi-Jurisdictional Trunking interconnection arrangements in limited locations that are mutually agreed to by the Parties and where the Parties have tandem interconnections, for the exchange of combined Local Traffic and ISP-Bound, VOIP, interLATA and intra LATA traffic.

54.2.5 Where Embarq is a 911 provider, separate trunks will be utilized for connecting Level 3's switch to each 911/E911 tandem.

54.3 Direct Interconnection.

54.3.1 Points of Interconnection. Level 3 must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. In addition, the Parties agree to establish additional POIs under the following circumstances:

54.3.1.1 Level may utilize DS1, DS3 or optical level interconnection facilities as agreed to by the Parties.

54.3.1.2 The Parties agree that Level 3 will maintain the existing POIs listed in Exhibit X as of the date of this Agreement. Any existing POIs not listed in Appendix X as of the date of this Agreement are to be included upon mutual agreement between Embarq and Level 3.

54.3.1.3 Level 3 agrees to establish a POI at any Embarq tandem not listed in Exhibit X.

54.3.1.4 At any Embarq end office where the traffic exceeds a DS3s worth of traffic for three consecutive months Level 3 will establish a POI within 90 days, with the exception of the end offices listed in exhibit Y.

54.3.1.5 Level 3 agrees to work together with Embarq to establish additional POIs at the end offices listed in Exhibit Z according to a mutually agreed upon schedule.

54.3.1.6 Embarq agrees it will be responsible for the transport of traffic between the end offices listed in Exhibit W as pf the date of this Agreement and Level 3 POIs.

54.3.1.7 Level 3 will be responsible, including financial responsibility for engineering and maintaining its network on its side of the POI. Embarq will be responsible, including financial responsibility for engineering and maintaining its network on its side of the POI. Embarq reserves the right to provide its own transport to Level 3's network for the delivery of Embarq originated traffic as provided for herein

54.3.1.8 Each Party is financially responsible for the transport of traffic on its side of the POI. If Level 3 chooses to lease the facility from the POI to Level 3's network from Embarq and the facility is within Embarq's serving territory, Level 3 will lease the facility from Embarq's access tariff. The rates, terms and conditions associated with the tariff service Level 3 orders will apply.

- 54.3.1.9 When the Parties choose to interconnect at a mid-span meet, Level 3 and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other party for any portion of those facilities.
- 54.3.1.10 If third party (*i.e.* Competitive Access Provider or “CAP”) leased facilities are used for interconnection, facilities are leased from Embarq or if Level 3 self-provisions the facilities used for interconnection, the POI will be defined as the Embarq office in which the third party’s leased circuit terminates.

54.3.2 Trunking Requirements

- 54.3.2.1 Direct End Office trunks terminate traffic from a Level 3 switch to an Embarq End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group when actual or projected End Office traffic requires twenty-four (24) or more Interconnection Trunks in a Trunk Group for Embarq End Offices that subtend an Embarq Tandem. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 54.3.2.2 Where Level 3 will be required to establish direct end office trunks to an Embarq end office according to 54.3.1 Level 3 will not be charged for these trunks until traffic volumes exceed a DS3 over a consecutive three month period, at which point an additional POI will be required, subject to 54.3.1
- 54.3.2.3 Level may utilize DS1, DS3 or optical level direct end office trunks as agreed to by the Parties.

54.4 Technical Requirements for Interconnection

54.4.1 Interconnection at the Embarq Tandem

- 54.4.1.1 Interconnection to Embarq Tandem Switch(es) will provide Level 3 interconnection for service purposes to the Embarq end offices and NXXs which subtend that tandem(s), where interconnection trunking is provided, access to the toll network, and tandem switching for transit purposes.
- 54.4.1.2 Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- 54.4.1.3 Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide Level 3 access to Embarq's end offices.

54.4.2 Interconnection at the Embarq End Office

- 54.4.2.1 Interconnection to Embarq End Office Switch will provide Level 3 local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.

55 INTERCARRIER COMPENSATION

- 55.1 Local Traffic and ISP-Bound Traffic exchanged by the Parties shall be compensated at \$.0004 per minute use. ISP-Bound Traffic includes ISP-Bound traffic provisioned using virtual NXXs.
- 55.2 Compensation for the termination of intraLATA and interLATA toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with Embarq's tariffs, FCC and Commission Rules and Regulations, and consistent with the provisions of Part F of this Agreement. Level 3 must have a unique CIC for each type of service order. Specifically, Level 3 must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic. Where Level 3 interconnects with Embarq using Multi-jurisdictional Trunking, Level 3 may submit orders using the CIC applicable for local exchange traffic.
- 55.3 If Embarq elects to offer the FCC rates under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Remand Order"), the rates in this Agreement for Local Traffic and ISP-Bound traffic shall continue to apply to traffic exchanged between the Parties.
- 55.4 After the Parties implement interconnection arrangements for the exchange of Local Traffic, ISP-Bound Traffic, interLATA traffic and intraLATA traffic over the same interconnection trunks, Level 3 may also send VOIP Traffic, as defined below, over those trunks. Level 3 will compensate Embarq for all traffic missing information necessary for rating a call at a rate calculated consistent with, and in proportion to, the characteristics of the total traffic terminated to Embarq over the interconnection facilities. Except as provided in 58.2, and where the Parties have a tandem interconnection arrangement using Multi-jurisdictional Trunking: 1) Level 3 will not send VOIP Traffic, directly or indirectly, to any other carrier for termination to Embarq; 2) Level 3 will send all traffic terminated to Embarq end-users over the direct interconnection arrangement; and 3) Level 3 will not send any traffic to any other carrier for termination to Embarq. For traffic that originates in one rate center and terminates to a routing point in a rate center that is not geographically local to the calling party however the called NXX is local to the calling party, such traffic shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers.
- 55.5 To the extent technically feasible, Level 3 will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601). Calls without information necessary for rating the call will be compensated as specified in 55.4.
- 55.6 Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any

service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties.. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.

- 55.7 Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from Embarq or Level 3 internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement.
- 55.8 The rates, terms and conditions of this section apply as long as the volume of ISP-bound traffic originated by Embarq end-users, and its affiliates and terminated to Level 3 exceeds 900,000,000 minutes. If this traffic is less than 900,000,000 minutes for three consecutive months, Embarq may request renegotiation of this Agreement, including compensation and the interconnection arrangement. Level 3 will negotiate in good faith to modify this section consistent with Embarq's then current standard rates, terms and conditions for interconnection and intercarrier compensation. The amendment will be effective no later than 90 days after the date of the notice even if the Parties execute the amendment more than 90 days after the date of the notice.
- 55.9 A call dialed on a non-local basis (e.g., a PIC'd or 1+toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent ISP-Bound calls are not dialed locally, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating according to the terminating party's Exchange Access intrastate and/or interstate tariffs.
- 55.10 Embarq and Level 3 will identify the baseline Percent Local Usage (PLU) factor on each interconnection order and quarterly thereafter to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Embarq may request Level 3's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous quarter. Where the Parties have agreed to use Multi-Jurisdictional Trunking Level 3 will also identify the baseline Percent Interstate Usage (PIU) factor on each interconnection order and quarterly thereafter to identify its Interstate Toll Traffic, for access compensation purposes. Embarq may request Level 3's traffic study documentation of the PIU at any time to verify the factor, and may compare

the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous year. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement.

55.11 Voice IP-enabled Traffic is services and applications relying on the Internet Protocol family. Voice IP-enabled Traffic does not include traffic that meets the following criteria, such traffic will be rated, routed, and compensated consistent with the jurisdictional nature of the call:

- (1) the traffic uses ordinary customer premises equipment (CPE) with no enhanced functionality
- (2) the traffic originates and terminates on the public switched telephone network (PSTN); and
- (3) the traffic undergoes no net protocol conversion and provides no enhanced functionality to end users due to the provider's use of IP technology.

55.12 VOIP Traffic. The Parties agree as follows with respect to VOIP Traffic:

55.12.1 The Parties have been unable to agree as to the appropriate compensation for VOIP traffic. However, without prejudice to either Party's position concerning the application of reciprocal compensation, access charges or any other rate treatment for such VOIP traffic, the Parties agree that charges for such VOIP traffic shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order addressing the proper charges for VOIP traffic. Once the FCC issues an order addressing this issue, the Parties agree to amend this Agreement to comply with the FCC order on a prospective basis only, from the effective date thereof, and no "true-up" shall be required in connection with the FCC's order, unless such FCC VOIP order explicitly requires retroactive payments. Such interim treatment has been formulated based upon numerous factors and considerations, including without limitation, current regulatory uncertainty, technological capabilities, the existence of various licit and illicit traffic routing practices within the industry, resource allocation issues, and other circumstances. Both Parties reserve the right to advocate any position with regard to the appropriate compensation for VOIP traffic before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such VOIP traffic, outside the context of this Agreement.

55.12.2 Subject to Section 55.12.1 above and Section 55.13 below, Level 3 shall: (i) identify and track all VOIP Traffic and (ii) pay at least the local intercarrier compensation rates or the interstate access rates to Sprint for VOIP Traffic that it delivers to Sprint. Level 3 shall utilize the NPA-NXX of the calling and

called parties' numbers to determine which of the two compensation rates will be paid, provided however that any such traffic which does not include the necessary NPA-NXX will be compensated as provided in Section 55.3. In making such payments, no probative value is inferred as to the substance of either Party's position on the appropriate compensation due on VOIP Traffic. Subject to Section 55.13.3 and Section 55.13 below, Level 3 may dispute access or intercarrier compensation charges billed by Sprint in excess of the rates referenced in this subparagraph.

55.12.3 On or before the 15th day of each month, Level 3 shall provide Embarq with a detailed calculation of the difference between the amounts Level 3 paid to Embarq during the preceding month for terminating VOIP Traffic in accordance with Section 55.12.2 and the amount that Level 3 would have paid had such VOIP traffic been rated according to Embarq's switched access tariffs based upon originating and terminating NPA-NXX (hereinafter such difference shall be referred to as the "Delta"). At such time as the total amount of such monthly Delta calculations, in the aggregate, exceeds \$500,000, the Parties will negotiate a resolution of the Delta for a period not to exceed eleven (11) business days. If the Parties are unable to reach resolution, Level 3 shall pay the Delta into an interest bearing escrow account with an independent custodian, subject to release only upon the mutual written authorization by both Parties.

55.13 Misidentified Traffic.

55.13.1 If Embarq determines in good faith in any month that 2% or more of the traffic originated by Level 3 and/or its customers is classified by Level 3 or its customers (i) as VOIP Traffic, or (ii) as traffic subject to compensation in accordance with Section 55.1, when in reality the traffic is subject to Embarq's state or federal switched access tariff, the Parties agree as follows:

55.13.1.1 Embarq will provide sufficient call detail records or other information (including the reasons that Embarq believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic Embarq has determined is misidentified;

55.13.1.2 Level 3 shall correct the classification for such traffic and shall (a) pay to Embarq the Delta for VOIP traffic previously terminated and billed in accordance with Section 55.12.2, and (b) pay the appropriate tariffed switched access rates for all misclassified traffic and any Level 3 traffic that has been terminated but not yet billed.

55.13.2 If more than 2% of the total traffic exchanged by Level 3 with Embarq has been misclassified, there is a presumption that the misclassification is intentional, rebuttable by Level 3. In such event, Level 3 will pay Embarq twice the rate of the switched access applicable to such misclassified traffic terminated by Embarq.

- 55.13.3 If Embarq determines that any traffic terminated to Embarq by Level 3 that is not originated by Level 3 or its customers is classified as (i) VOIP traffic when that traffic is not VOIP traffic (e.g. it is PSTN-IP-PSTN traffic) or (ii) traffic subject to compensation in accordance with Section 55.1, when in reality the traffic is subject to Embarq's intrastate or interstate switched access tariffs, then the Parties agree as follows:
- 55.13.3.1 Embarq will provide sufficient call detail records or other information (including the reasons that Embarq believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic Embarq has determined is misidentified;
 - 55.13.3.2 Level 3 will provide a written response to Embarq within ten (10) business days;
 - 55.13.3.3 Level 3 will take such actions as appropriate and lawful to correct the misclassification.
 - 55.13.3.4 Level 3 shall pay Embarq the applicable switched access rates for all such misclassified traffic; or provide information and affirmative assistance requested by Embarq in its effort to recover the appropriate compensation for the misclassified traffic
 - 55.13.3.5 The Parties will cooperate in the investigation and recovery of the appropriate compensation for the misclassified traffic from the appropriate party.

56 SIGNALING NETWORK INTERCONNECTION

- 56.1 Embarq will offer interconnection to its signaling transfer points (STPs) for Level 3 switches which connect to Embarq's STPs via "A" links or for Level 3's "B" or "D" links which are dedicated to the transport of signaling for local interconnection.
- 56.2 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.
- 56.3 Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, Level 3 will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

- 56.4 Where Level 3 is unwilling to utilize an alternate interconnection protocol, Level 3 will provide Embarq 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 Level 3 and Embarq. 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, Level 3, or Embarq internal customer demand for 64K CCC trunks.

56.5 Signaling Systems

56.5.1 Signaling Link Transport

56.5.1.1 Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between Level 3-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at an Embarq STP site.

56.5.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

56.5.2 Signaling Transfer Points (STPs)

56.5.2.1 STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

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

56.6.1 Embarq local switching or Tandem Switching;

56.6.2 Embarq Service Control Points (SCPs)/Databases if arranged for under separate agreements;

56.6.3 Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

56.6.4 Third party provider STPs subject to any additional conditions or terms of the Third Party.

56.7 Interface Requirements. Embarq shall provide the following STP options to connect Level 3 or Level 3-designated local switching systems or STPs to the Embarq SS7 network:

56.7.1 An A-link interface from Level 3 local switching systems; and

56.7.2 B- or D-link interface from Level 3 STPs.

56.7.3 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

56.7.3.1 An A-link layer shall consist of two links,

56.7.3.2 A B- or D-link layer shall consist of four links,

56.8 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 Embarq STP is located. Interface to Embarq's STP shall be the 56kb rate and can be part of a larger facility, and Level 3 shall pay multiplexing/demultiplexing and channel

termination, plus mileage of any leased facility.

57 TRUNK FORECASTING

- 57.1 Level 3 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. Embarq 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 Level 3 to Embarq 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 semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
 - 57.1.1 Semi-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);
 - 57.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 57.1.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by Level 3 that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 57.1.4 Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 57.2 Level 3 shall provide an updated trunk forecast when ordering or requesting additional trunks from Embarq anytime after the initial trunk implementation.
- 57.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 57.4 Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by Level 3 and Embarq.
- 57.5 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:

- 57.5.1 In the event that Level 3 over-forecasts its new trunking requirements by twenty percent (20%) or more, and Embarq acts upon this forecast to its detriment, Embarq may recoup any actual and reasonable expense it incurs.
- 57.5.2 The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Embarq.
- 57.5.3 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.
- 57.6 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 Level 3 end office and an Embarq 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%).
- 57.7 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

58 NETWORK MANAGEMENT

- 58.1 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. Level 3 and Embarq will immediately notify each other of any protective control action planned or executed.
- 58.2 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 including reroutes for outages and overflows. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 58.3 Mass Calling. Level 3 and Embarq 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.

59 USAGE MEASUREMENT

- 59.1 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.
- 59.2 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.
- 59.3 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.

60 TRANSIT TRAFFIC

- 60.1 Transit Traffic means the delivery of traffic by Level 3 or Embarq originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the interconnection trunks.
- 60.2 To the extent network intercarrier compensation arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for Level 3's connection of its end user to a local end user of: (1) Level 3s, (2) an ILEC other than Embarq, (3) IXC's, and (4) other CMRS carriers.
- 60.3 Transit Traffic means the delivery of traffic by Level 3 or Embarq originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the interconnection trunks.
- 60.4 Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by Level 3 or Embarq originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.

60.5 Terms and Conditions

- 60.5.1 Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, the transiting Party shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

Each Party acknowledges that it is the originating Party's responsibility to make reasonable efforts to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.

60.6.1 Notwithstanding any other provision to the contrary, once the Transit Traffic volume between Level 3 and a third Party exceeds a DS1 equivalent of traffic (a DS1 equivalent of traffic means 216,000 per month minutes) for a period of three consecutive months, Level 3 will use reasonable, good faith efforts to establish a direct interconnection with the third party for the exchange of such traffic. After sixty (60) days, if Level 3 has not established a direct interconnection and if Level 3 is exercising reasonable, good faith efforts to implement a direct connection with such third party, Embarq shall continue to transit the traffic. If Embarq disagrees that Level 3 is using reasonable, good faith efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.

60.7 Payment Terms and Conditions

60.7.1 In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Table One.

60.7.1.1 Level 3 shall pay a transit rate as set forth in Table One of this Part when Level 3 uses an Embarq access tandem to terminate traffic to a third party Carrier. Embarq shall pay Level 3 a transit rate equal to the Embarq rate referenced above when Embarq uses a Level 3 switch to terminate a call to a third party Carrier.

60.8 Billing Records and Exchange of Data

60.8.1 Parties will use reasonable, good faith efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators to the extent technically feasible, including originating telephone number, local routing number and CIC.

60.8.2 Upon request by the terminating Party and to the extent possible, the transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLECS or CMRS provider. To the extent Embarq incurs additional cost in providing this billing information, Level 3 agrees to reimburse Embarq for its direct costs of providing this information.

60.8.3 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.

61 INDIRECT TRAFFIC INTERCONNECTION

61.1 The Parties may send each other Indirect Traffic.

61.1.1 For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

61.1.2 Indirect interconnection with Embarq shall only be allowed to the extent Level 3 is interconnected at the tandem switch which Embarq's end office subtends.

61.1.3 Interconnection to Level 3 will provide Embarq with access to Level 3's end-users and to other companies which are likewise connected to Level 3 for local and toll service purposes.

61.2 For end offices that subtend another ILEC's tandem and exceed a DS1's worth of traffic for 3 consecutive months, Level 3 will be responsible for establishing a POI where Embarq does not have capacity on existing Embarq trunking facilities (owned and operated by Embarq's local division and there is no forecasted limitation of the availability of those existing facilities).

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

61.2.2 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this 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. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party.

61.2.3 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

61.3 Compensation for Indirect Traffic

61.3.1 Non-Local and Non-ISP-Bound Indirect Traffic

61.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the

interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

61.3.1.2 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.

61.3.2 Local Traffic and ISP-Bound Traffic. The rates for Local Traffic and ISP-Bound Traffic will be .0004 as set forth in 55.1.

62 RESPONSIBILITIES OF THE PARTIES

62.1 Embarq and Level 3 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.

62.2 Level 3 and Embarq 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.

62.3 Level 3 and Embarq shall:

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

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

62.3.3 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.

62.3.4 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.

62.3.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

62.3.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a

week. Any changes to this contact arrangement must be immediately provided to the other party.

62.3.7 Provide to each other test-line numbers and access to test lines.

62.3.8 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

63 INTRODUCTION

- 63.1 Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
- 63.1.1 End users must be able to change local service providers and retain the same telephone number(s) within the serving Wire Center utilizing the portability method in effect within the porting MSA, as offered by the porting LEC within the area of portability as defined by the FCC or Commission.
 - 63.1.2 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.
 - 63.1.3 Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
 - 63.1.4 When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider 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 only in states where appropriate charges from Embarq tariffs are executed for reserved numbers.
 - 63.1.5 NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.1.6 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to Level 3 through the LERG.
 - 63.1.7 Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.1.8 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 state or federal

regulatory requirements developed for mass calling numbers.

64 TESTING

- 64.1 An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2 Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.
- 64.3 Level 3 must be NPAC certified and have met Embarq testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at Level 3's expense.
- 64.4 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.
- 64.5 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 Level 3 or Embarq 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.

65 ENGINEERING AND MAINTENANCE

- 65.1 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.
- 65.2 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.
- 65.3 Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66 E911/911

- 66.1 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 PSAP call centers.

- 66.2 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.

67 BILLING FOR PORTED NUMBERS

- 67.1 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.
- 67.2 Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of customers whose service has been suspended.

PART I – CALL RELATED DATABASES

68 CALL-RELATED DATABASES

68.1 Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Embarq 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 set forth on Table One.

68.1.1 The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by Level 3 and Level 3's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. Level 3 will not capture, cache, or store any information contained in a CNAM response.

68.1.2 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 Level 3's switch. Use of Embarq's Toll Free Database by Level 3 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.

68.1.3 Local Number Portability Local Routing Query Service. TCAP messages originated by Level 3's SSPs and received by Embarq'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 Level 3 so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

68.1.4 Level 3 agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar or an agreement with a third party and the third party has an agreement with Neustar that allows Level 3 to access the database. Level 3 will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Embarq database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement.

68.1.4.1 Should Embarq become aware that Level 3 has failed to obtain or maintain the User Agreement, Embarq will notify Level 3 of the breach and, if Level 3 has not cured the breach within 30 days, Embarq will discontinue processing new LNP service orders until Level 3 obtains a valid NPAC/SMS User Agreement.

68.1.4.2 Embarq'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 Level 3 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. Embarq shall have no liability to Level 3 or the NPAC for any of these fees or charges applicable to Level 3, even though it may pay such charges for other Embarq companies.

PART J - GENERAL BUSINESS REQUIREMENTS

69 PROCEDURES

69.1 Contact with End Users

69.1.1 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.

69.1.2 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.

69.1.3 Embarq shall not use Level 3's request for end user information, order submission, or any other aspect of Level 3's processes or services to aid Embarq's marketing or sales efforts.

69.2 Expedite and Escalation Procedures

69.2.1 Embarq and Level 3 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, Embarq and Level 3 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 Level 3'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.

69.2.2 No later than thirty (30) Days after Level 3's request Embarq shall provide Level 3 with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Embarq's unbundled Network Elements, features, functions, and resale services are inoperable.

69.3 Subscriber of Record. Embarq shall recognize Level 3 as the Subscriber of Record for all Network Elements or services for resale ordered by Level 3 and shall send all notices, invoices, and information which pertain to such ordered services directly to Level 3. Level 3 will provide Embarq with addresses to which Embarq shall send all such notices, invoices, and information.

69.4 Service Offerings

- 69.4.1 Embarq shall provide Level 3 with access to new services, features and functions concurrent with Embarq's notice to Level 3 of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that Level 3 may conduct market testing.
- 69.4.2 Essential Services. For purposes of service restoral, Embarq shall designate a Level 3 access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own end users and applicable state law or regulation, if any.
- 69.4.3 Blocking Services. Upon request from Level 3, employing Embarq-approved LSR documentation, Embarq shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by Level 3, or (b) it is technically feasible when requested by Level 3 as a function of unbundled Network Elements.
- 69.4.4 Training Support. Embarq shall provide training, on a non-discriminatory basis, for all Embarq employees who may communicate, either by telephone or face-to-face, with Level 3 end users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

70 ORDERING AND PROVISIONING

- 70.1 Ordering and Provisioning Parity. Embarq shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable Level 3 to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 70.2 National Exchange Access Center (NEAC)
 - 70.2.1 Embarq shall provide a NEAC or equivalent which shall serve as Level 3's point of contact for all activities involved in the ordering and provisioning of Embarq's unbundled Network Elements, features, functions, and resale services.
 - 70.2.2 The NEAC shall provide to Level 3 a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on

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

70.2.3 Embarq shall provide, as requested by Level 3, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the parties to meet end user demand.

70.3 Street Index Guide (SIG). Within thirty (30) Days of Level 3's written request, Embarq shall provide to Level 3 the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the Level 3's designated contact on a monthly basis until the request is cancelled.

70.4 CLASS and Custom Features. Where generally available in Embarq's serving area, Level 3, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

70.5 Number Administration/Number Reservation

- 70.5.1 Embarq shall provide testing and loading of Level 3's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide Level 3 with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with Level 3. When Level 3 uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to Level 3, including choice of exchange number, as Embarq provides its own subscribers. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.
- 70.5.2 In conjunction with an order for service, Embarq shall accept Level 3 orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by Level 3.
- 70.5.3 For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of Level 3's request. Consistent with the manner in which Embarq provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

70.6 Service Order Process Requirements

70.6.1 Service Migrations and New Subscriber Additions

- 70.6.1.1 For resale services, other than for a Level 3 order to convert "as is" a Level 3 subscriber, Embarq shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to Level 3 service without prior Level 3 agreement.
- 70.6.1.2 For services provided through UNEs, Embarq shall recognize Level 3 as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another Level 3 or Embarq. In addition, Embarq and Level 3 will work cooperatively to minimize service interruptions during the conversion.
- 70.6.1.3 Unless otherwise directed by Level 3 and when technically capable, when Level 3 orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

- 70.6.1.4 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and Level 3 will agree on a scheduled conversion time, which will be a designated time period within a designated date.
 - 70.6.1.5 Any request made by Level 3 to coordinate conversions after normal working hours, or on Saturdays or Sundays or Embarq holidays shall be performed at Level 3's expense.
 - 70.6.1.6 A general Letter of Agency (LOA) initiated by Level 3 or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by Level 3 or Embarq. Level 3 and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.
- 70.6.2 Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to Level 3's subscribers. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq subscribers for all service disconnects, suspensions, or transfers.
- 70.6.3 Due Date
- 70.6.3.1 Embarq shall supply Level 3 with due date intervals to be used by Level 3 personnel to determine service installation dates.
 - 70.6.3.2 Embarq shall use reasonable efforts to complete orders by the Level 3 requested DDD within agreed upon intervals.
- 70.6.4 Subscriber Premises Inspections and Installations
- 70.6.4.1 Level 3 shall perform or contract for all Level 3's needs assessments, including equipment and installation

requirements required beyond the Demarcation/NID, located at the subscriber premises.

- 70.6.4.2 Embarq shall provide Level 3 with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Embarq's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

70.6.5 Firm Order Confirmation (FOC)

- 70.6.5.1 Embarq shall provide to Level 3, a Firm Order Confirmation (FOC) for each Level 3 order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
- 70.6.5.2 For a revised FOC, Embarq shall provide standard detail as defined by the OBF standards.
- 70.6.5.3 Embarq shall provide to Level 3 the date that service is scheduled to be installed.

70.6.6 Order Rejections

- 70.6.6.1 Embarq shall reject and return to Level 3 any order that Embarq cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from Level 3 ordering service at less than the standard order interval. When an order is rejected, Embarq shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq shall reject any orders on account of the customer Desired Due Date conflicts with published Embarq order provisioning interval requirements.

70.6.7 Service Order Changes

- 70.6.7.1 In no event will Embarq change a Level 3 initiated service order without a new service order directing said change. If an installation or other Level 3 ordered work requires a change from the original Level 3 service order in any manner, Level 3 shall initiate a revised service order. If requested by Level 3, Embarq shall then provide Level 3 an estimate of additional labor hours and/or materials.
- 70.6.7.2 When a service order is completed, the cost of the work performed will be reported promptly to Level 3.
- 70.6.7.3 If a Level 3 subscriber requests a service change at the time of installation or other work being performed by Embarq on behalf of Level 3, Embarq, while at the subscriber premises,

shall direct the Level 3 subscriber to contact Level 3, and Level 3 will initiate a new service order.

- 70.7 Network Testing. Embarq shall perform all its standard pre-service testing prior to the completion of the service order.
- 70.8 Service Suspensions/Restorations. Upon Level 3's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 70.9 Order Completion Notification. Upon completion of the requests submitted by Level 3, Embarq shall provide to Level 3 a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 70.10 Specific Unbundling Requirements. Level 3 may order and Embarq shall provision unbundled Network Elements. However, it is Level 3's responsibility to combine the individual network elements should it desire to do so.
- 70.11 Systems Interfaces and Information Exchanges
 - 70.11.1 General Requirements
 - 70.11.1.1 Embarq shall provide to Level 3 Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
 - 70.11.1.2 Until the Electronic Interface is available, Embarq agrees that the NEAC or similar function will accept Level 3 orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by Level 3 and Embarq.
 - 70.11.1.3 If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of Level 3 to retrieve their response(s) from the server.
 - 70.11.1.4 It is the responsibility of Level 3 to provide Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
 - 70.11.2 For any Level 3 subscriber Embarq shall provide, subject to

applicable rules, orders, and decisions, Level 3 with access CPNI without requiring Level 3 to produce a signed LOA, based on Level 3's blanket representation that subscriber has authorized Level 3 to obtain such CPNI.

- 70.11.2.1 The preordering Electronic Interface includes the provisioning of CPNI from Embarq to Level 3. The Parties agree to execute a LOA agreement with the Embarq end user prior to requesting CPNI for that Embarq end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
- 70.11.2.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.
- 70.11.2.3 The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Embarq, Embarq will perform a comparison of requests for CPNI to service orders received for the change of Local Service to Level 3. Embarq will produce a report of unmatched requests for CPNI, and may require an LOA from Level 3 for each unmatched request. Level 3 agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Embarq within three (3) Business Days of receipt of a request from Embarq. Should Embarq determine that there has been a substantial percentage of unmatched LOA requests, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.
- 70.11.2.4 If Level 3 is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Embarq, or if Embarq determines that an LOA is inadequate, Level 3 will be considered in breach of this section. Level 3 can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.
- 70.11.2.5 Should Level 3 not be able to cure the breach in the timeframe noted above, Embarq will discontinue processing new service

orders until, in Embarq's determination, Level 3 has corrected the problem that caused the breach.

- 70.11.2.6 Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by Level 3 to correct the problem that caused the breach.
- 70.11.2.7 If Level 3 and Embarq do not agree that Level 3 requested CPNI for a specific end user, or that Embarq has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

70.12 Level 3 may use Embarq's ordering process (IRES) to:

- 70.12.1 to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
 - 70.12.1.1 to schedule dispatch and installation appointments at Parity.
 - 70.12.1.2 to access Embarq subscriber information systems which will allow Level 3 to determine if a service call is needed to install the line or service at Parity.
 - 70.12.1.3 to access Embarq information systems which will allow Level 3 to provide service availability dates at Parity.
 - 70.12.1.4 transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

70.13 Standards

- 70.13.1 General Requirements. Level 3 and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

71 BILLING

- 71.1 Embarq shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq will notify Level 3 of any deviations to the standards.
- 71.2 Embarq shall bill Level 3 for each service supplied by Embarq to Level 3

pursuant to this Agreement at the rates set forth in this Agreement.

- 71.3 Embarq shall provide to Level 3 a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Embarq's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 71.4 Embarq 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.
- 71.5 Subject to the terms of this Agreement, Level 3 shall pay Embarq all undisputed amounts within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 71.6 Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 71.7 Embarq will assess late payment charges to Level 3 in accordance with Part B, Section 7.4 of this Agreement.
- 71.8 Embarq shall credit Level 3 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 Embarq. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 71.9 Where Parties have established interconnection, Embarq and the Level 3 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. Embarq and Level 3 will exchange the appropriate records to bill exchange access charges to the IXC. Embarq and Level 3 agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
 - 71.9.1 Embarq will bill Level 3 for message provisioning and, if applicable, data tape charges related to exchange access records. Embarq will bill Level 3 for the records at the rates on Table One. If Level 3 requests additional copies of the monthly invoice, Embarq may also bill Level 3 for the additional copies.
- 71.10 Revenue Protection. Embarq shall make available to Level 3, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications Level 3s, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of

the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

72 PROVISION OF USAGE DATA

72.1 This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to Level 3 and for information exchange regarding long distance and 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 originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for Level 3 the messages that Embarq records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia'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. Embarq and Level 3 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) calendar days after transmission to the other party.

72.2 General Procedures

72.2.1 Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

72.2.2 Embarq shall comply with OBF standards when recording and transmitting Usage Data.

72.2.3 Embarq shall record all usage originating from Level 3 end users using resold services ordered by Level 3, where Embarq records those same services for Embarq end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

- 72.2.3.1 Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.
 - 72.2.3.2 Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 72.2.7
 - 72.2.3.3 Calls to Directory Assistance where Embarq provides such service to a Level 3 end user.
 - 72.2.3.4 Calls completed via Embarq-provided Operator Services where Embarq provides such service to Level 3's local service end user and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.
 - 72.2.3.5 Access records related to long distance calling.
 - 72.2.3.6 For Embarq-provided Centrex Service, station level detail.
- 72.2.4 Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to Level 3 for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Embarq shall provide any data back-up to Level 3 upon the request of Level 3. If the forty-five (45) day period has expired, Embarq may provide the data back-up at Level 3's expense.
- 72.2.5 Embarq shall provide to Level 3 Recorded Usage Data for Level 3 end users. Embarq shall not submit other Level 3 local usage data as part of the Level 3 Recorded Usage Data.
- 72.2.6 Embarq shall not bill directly to Level 3 subscribers any recurring or non-recurring charges for Level 3's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and Level 3.
- 72.2.7 Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either Level 3 or Level 3's end user.
- 72.2.8 Embarq shall provide Recorded Usage Data to Level 3 billing locations as agreed to by the Parties.
- 72.2.9 Embarq shall provide a single point of contact to respond to Level 3 call usage, data error, and record transmission inquiries.
- 72.2.10 Embarq shall provide Level 3 with a single point of contact and remote identifiers (IDs) for each sending location.
- 72.2.11 Level 3 shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

- 72.2.12 Embarq shall bill and Level 3 shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

72.3 Charges

- 72.3.1 Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 72.3.2 Embarq 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).
- 72.3.3 Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by Level 3 as follows:
- 72.3.3.1 Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;
 - 72.3.3.2 Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and Level 3 will pay Embarq for providing such call detail;
 - 72.3.3.3 The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
 - 72.3.3.4 Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when Level 3 places the order for service;
 - 72.3.3.5 Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
 - 72.3.3.6 Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill Level 3 for additional copies of the monthly invoice.
- 72.3.4 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.

72.4 Central Clearinghouse and Settlement

72.4.1 Embarq and Level 3 shall agree upon Clearinghouse and Incollect/Outcollect procedures.

72.4.2 Embarq shall settle with Level 3 for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

72.5 Lost Data

72.5.1 Loss of Recorded Usage Data. Level 3 Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to Level 3. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from Level 3, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and Level 3. This estimate shall be used to adjust amounts Level 3 owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

72.5.2 Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 72.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

72.5.3 Complete Loss. When Embarq is unable to recover data as discussed in Section 72.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

72.5.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by Level 3 and Embarq to the estimated message volume for messages for

which usage charges apply to the subscriber to arrive at the estimated lost revenue.

- 72.5.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 72.5.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.
- 72.5.7 If the loss occurs on Mother's day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of Level 3's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

72.6 Testing, Changes and Controls

- 72.6.1 The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by Level 3 and Embarq.
- 72.6.2 Control procedures for all usage transferred between Embarq and Level 3 shall be available for periodic review. This review may be included as part of an Audit of Embarq by Level 3 or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and Level 3 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 Level 3 and Embarq.
- 72.6.3 Embarq Software Changes
 - 72.6.3.1 When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to Level 3, designated Embarq personnel shall notify Level 3 no less than ninety (90) calendar days before such changes are implemented.
 - 72.6.3.2 Embarq shall communicate the projected changes to Level 3's single point of contact so that potential impacts on Level 3 processing can be determined.
 - 72.6.3.3 Level 3 personnel shall review the impact of the change on the entire control structure. Level 3 shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

- 72.6.3.4 If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to Level 3, Embarq shall notify Level 3.

72.6.4 Level 3 Requested Changes:

- 72.6.4.1 Level 3 may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.
- 72.6.4.2 When the negotiated changes are to be implemented, Level 3 and/or Embarq shall arrange for testing of the modified data.

72.7 Information Exchange and Interfaces

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

72.7.2 Rejected Recorded Usage Data

- 72.7.2.1 Upon agreement between Level 3 and Embarq, messages that cannot be rated and/or billed by Level 3 may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.
- 72.7.2.2 Embarq may correct and resubmit to Level 3 any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a Level 3 end user. Level 3 will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

73 GENERAL NETWORK REQUIREMENTS

- 73.1 Embarq shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Embarq is able to test, in accordance with the terms and conditions of this Agreement.
- 73.2 During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide Level 3 with maintenance support at Parity.
- 73.3 Embarq shall provide on a regional basis, a point of contact for Level 3 to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

- 73.4 Embarq shall provide Level 3 maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 73.5 Embarq shall cooperate with Level 3 to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 73.6 All Embarq employees or contractors who perform repair service for Level 3 end users shall follow Embarq standard procedures in all their communications with Level 3 end users. These procedures and protocols shall ensure that:
- 73.6.1 Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and
- 73.6.2 Trouble calls from Level 3 shall receive response time priority that is equal to that of Embarq end users and shall be handled on a “first come first served” basis regardless of whether the end user is a Level 3 end user or an Embarq end user.
- 73.7 Embarq shall provide Level 3 with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to Level 3 under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. Level 3 shall perform its own testing for UNEs.
- 73.8 Embarq shall give maximum advanced notice to Level 3 of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which Level 3 has advised Embarq may potentially impact Level 3 end users.
- 73.9 Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 73.10 On all misdirected calls from Level 3 end users requesting repair, Embarq shall provide such Level 3 end user with the correct Level 3 repair telephone number as such number is provided to Embarq by Level 3. Once the Electronic Interface is established between Embarq and Level 3, Embarq agrees that Level 3 may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by Level 3.
- 73.11 Upon establishment of an Electronic Interface, Embarq shall notify Level 3 via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Level 3 will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.

- 73.12 Embarq shall perform all testing for resold Telecommunications Services.
- 73.13 Embarq shall provide test results to Level 3, if appropriate, for trouble clearance. In all instances, Embarq shall provide Level 3 with the disposition of the trouble.
- 73.14 If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If Level 3 requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then Level 3 will bear the cost.

74 MISCELLANEOUS SERVICES AND FUNCTIONS

74.1 General

- 74.1.1 To the extent that Embarq does not provide the services described in this Section 74 to itself, Level 3 must contract directly with the service provider for such services.

74.1.2 Basic 911 and E911 General Requirements

74.1.2.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

74.1.2.2 Basic 911 and E911 functions provided to Level 3 for unbundled local switching and resale shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

74.1.2.2.1 In a resale situation, where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with Level 3 data in an interval at Parity with that experienced by Embarq end users.

74.1.2.2.2 Embarq shall transmit to Level 3 daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

74.1.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), Level 3 shall participate in the provision of the 911 System as follows:

74.1.2.3.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

74.1.2.3.2 Host Embarq shall be responsible for maintaining the E-911 database. Embarq shall be responsible for maintaining the E-911 routing database.

74.1.2.4 If a third party is the primary service provider to a government agency, Level 3 shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and Level 3 are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.

74.1.3 The following are Basic 911 and E911 Database Requirements

74.1.3.1 The ALI database shall be managed by Embarq, but is the property of Embarq and Level 3 for those records provided by Level 3.

74.1.3.2 To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from

the time requested and provided on diskette, or in a format suitable for use with desktop computers.

- 74.1.3.3 Level 3 shall be solely responsible for providing Level 3 database records to Embarq for inclusion in Embarq's ALI database on a timely basis.
- 74.1.3.4 Embarq and Level 3 shall arrange for the automated input and periodic updating of the E911 database information related to Level 3 end users. Embarq shall work cooperatively with Level 3 to ensure the accuracy of the data transfer by verifying it against the SIG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.
- 74.1.3.5 Level 3 shall assign an E911 database coordinator charged with the responsibility of forwarding Level 3 end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. Level 3 assumes all responsibility for the accuracy of the data that Level 3 provides to Embarq.
- 74.1.3.6 Level 3 shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) business days of receiving the data from Level 3. If Embarq detects an error in the Level 3 provided data, the data shall be returned to Level 3 within two (2) business days from when it was provided to Embarq. Level 3 shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 74.1.3.7 Embarq agrees to treat all data on Level 3 subscribers provided under this Agreement as confidential and to use data on Level 3 subscribers only for the purpose of providing E911 services.

74.2 Directory Listings Service Requests

- 74.2.1 These requirements pertain to Embarq's Listings Service Request process that enables Level 3 to (a) submit Level 3 subscriber information for inclusion in Directory Listings databases; (b) submit Level 3 subscriber information for inclusion in published directories; and (c) provide Level 3 subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.
- 74.2.2 When implemented by the Parties, Embarq 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, Embarq shall create a standard format and order process by which Level 3 can place an order with a single point of contact within Embarq.
- 74.2.3 Embarq will provide to Level 3 the following Directory Listing Migration Options, valid under all access methods, including but not

limited to, Resale, UNEs and Facilities-Based:

- 74.2.3.1 Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to Level 3.
- 74.2.3.2 Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to Level 3.
- 74.2.3.3 Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to Level 3.
- 74.2.3.4 To ensure accurate order processing, Embarq or its directory publisher shall provide to Level 3 the following information, with updates promptly upon changes:
 - 74.2.3.5 A matrix of NXX to central office;
 - 74.2.3.6 Geographical maps if available of Embarq service area;
 - 74.2.3.7 A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 74.2.3.8 Listing format rules;
 - 74.2.3.9 Standard abbreviations acceptable for use in listings and addresses;
 - 74.2.3.10 Titles and designations; and
 - 74.2.3.11 A list of all available directories and their Business Office close dates
- 74.2.4 Based on changes submitted by Level 3, Embarq shall update and maintain directory listings data for Level 3 subscribers who:
 - 74.2.4.1 Disconnect Service;
 - 74.2.4.2 Change CLEC;
 - 74.2.4.3 Install Service;
 - 74.2.4.4 Change any service which affects DA information;
 - 74.2.4.5 Specify Non-Solicitation; and
 - 74.2.4.6 Are Non-Published, Non-Listed, or Listed.

- 74.2.5 Embarq shall not charge for storage of Level 3 subscriber information in the DL systems.
- 74.2.6 Level 3 shall not charge for storage of Embarq subscriber information in the DL systems.
- 74.3 Directory Listings General Requirements. Level 3 acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher. Level 3 acknowledges that for a Level 3 subscriber's name to appear in a directory, Level 3 must submit a Directory Service Request (DSR). Embarq shall use reasonable efforts to assist Level 3 in obtaining an agreement with the directory publisher that treats Level 3 at Parity with the publisher's treatment of Embarq.
- 74.3.1 This Section 74.3 pertains to listings requirements published in the traditional white pages.
- 74.3.2 Embarq shall include in its master subscriber system database all white pages listing information for Level 3 subscribers in Embarq territories where Level 3 is providing local telephone exchange services and has submitted a DSR.
- 74.3.3 Embarq agrees to include one basic White pages listing for each Level 3 customer located within the geographic scope of its White Page directories, at no additional charge to Level 3. A basic White Pages listing is defined as a customer name, address and either the Level 3 assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of Level 3 customers will be interfiled with listings of Embarq and other LEC customers.
- 74.3.4 Level 3 agrees to provide Level 3 customer listing information, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide Level 3 with the appropriate format for provision of Level 3 customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 74.3.5 Embarq agrees to provide White Pages database maintenance services to Level 3. Level 3 will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE

System initially, and when Service Orders are entered in order to process a requested change to directory records.

- 74.3.6 Level 3 customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to Level 3 customers.
- 74.3.7 In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for Level 3 to offer for resale to Level 3's customers.
- 74.3.8 Embarq, or its directory publisher, agree to provide White Pages distribution services to Level 3 customers within Embarq's service territory at no additional charge to Level 3. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other Level 3 customers.
- 74.3.9 Embarq agrees to include critical contact information pertaining to Level 3 in the "Information Pages" of those of its White Pages directories containing information pages, if Level 3 meets criteria established by its directory publisher. Critical contact information includes Level 3'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. Level 3 will not be charged for inclusion of its critical contact information. The format, content and appearance of Level 3's critical contact information will conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all Level 3s in a directory.
- 74.3.10 Embarq will accord Level 3 customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to Level 3 customer proprietary listing information will be limited solely to those of Embarq and Embarq'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. Embarq 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. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a Level 3 that contains customer listings of both Embarq and Level 3 will not be deemed a violation of this confidentiality provision.
- 74.3.11 Embarq will sell or license Level 3's customer listing information to

any third parties unless Level 3 submits written requests that Embarq refrain from doing so. Embarq and Level 3 will work cooperatively to share any payments for the sale or license of Level 3 customer listing information to third parties. Any payments due to Level 3 for its customer listing information will be net of administrative expenses incurred by Embarq in providing such information to third parties. The parties acknowledge that the release of Level 3's customer listing to Embarq's directory publisher will not constitute the sale or license of Level 3's customer listing information causing any payment obligation to arise pursuant to this Section 74.3.11.

- 74.4 Other Directory Services. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with Level 3 which will address other directory services desired by Level 3 as described in this Section 74.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 74.4 are not binding upon Embarq's directory publisher.
- 74.4.1 Embarq's directory publisher will negotiate with Level 3 concerning the provision of a basic Yellow Pages listing to Level 3 customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to Level 3 customers.
- 74.4.2 Directory advertising will be offered to Level 3 customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other Level 3 customers. Directory advertising will be billed to Level 3 customers by directory publisher.
- 74.4.3 Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to Level 3 is maintained without interruption.
- 74.4.4 Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 74.3.9 may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 74.4.5 Directory publisher maintains 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.
- 74.5 Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

Directory Assistance Data is information that enables telephone exchange Level 3s to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Embarq shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

74.6 Systems Interfaces and Exchanges

74.6.1 Directory Assistance Data Information Exchanges and Interfaces

74.6.1.1 Subscriber List Information

74.6.1.2 Embarq shall provide to Level 3, at Level 3's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to Level 3 pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

74.6.1.3 Level 3 shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

74.7 Listing Types

LISTED	The listing information is available for all directory requirements.
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NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
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NON-PUBLISHED	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.
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PART K - REPORTING STANDARDS

75 GENERAL

- 75.1 Embarq 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, Embarq's performance under this agreement shall be provided to Level 3 at parity with the performance Embarq provides itself for like service(s).

PART L – COLLOCATION

76 SCOPE OF COLLOCATION TERMS

- 76.1 Embarq will provide Collocation to Level 3 in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 76.2 Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Embarq files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 76.3 This Agreement states the general terms and conditions upon which Embarq will grant to Level 3 the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating Level 3's equipment, which will interconnect with Telecommunications Services and facilities provided by Embarq or others in accordance with this Agreement.

77 TERMINATION OF COLLOCATION SPACE

- 77.1 Level 3 may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Embarq. Upon termination of such occupancy, Level 3 at its expense shall remove its equipment and other property from the Collocation Space. Level 3 shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of Level 3's Guests; provided, however, that Level 3 shall continue payment of monthly fees to Embarq until such date as Level 3 has fully vacated the Collocation Space. Level 3 will surrender the Collocation Space to Embarq in the same condition as when first occupied by Level 3, except for ordinary wear and tear.
- 77.2 Level 3 shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 77.3 Upon termination of Level 3's right to possession of a Collocation Space, Level 3 shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be

considered abandonment and Embarq will have the right to remove the equipment and other property of Level 3 or Level 3's Guest and Level 3 will pay all direct reasonable costs with no liability for damage or injury to Level 3's property.

- 77.4 Should Embarq under any section of this Agreement remove any of Level 3's equipment from its collocation space, Embarq will deliver to Level 3 any equipment removed by Embarq only upon payment by Level 3 of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should Level 3 fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq from pursuing, at its option, any other remedy in law, equity, or otherwise related to Level 3's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 77.5 Level 3 shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 77.6 If there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user customers.
- 77.7 If there are no other reasonable alternatives, to require Level 3 to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

78 COLLOCATION OPTIONS

- 78.1 Embarq will offer Collocation Space to allow Level 3 to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 78.2 Embarq will authorize the enclosure of Level 3's equipment and facilities at Level 3's option. Embarq will provide guidelines and specifications upon request. Based on Level 3's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At Level 3's option, Embarq will permit Level 3 to arrange with a third

party vendor to construct a Collocation Arrangement enclosure at Level 3's sole expense. Level 3's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill Level 3 directly for all work performed for Level 3 and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. Level 3 must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access Level 3's locked enclosure prior to notifying Level 3 and obtaining authorization.

78.2.1 Embarq has the right to review Level 3's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require Level 3 to remove or correct, at its cost, any structure that does not meet these plans.

78.3 Level 3 may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by Level 3 ("Host") and other telecommunications carriers ("Guests"). Level 3 will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by Level 3 that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

78.3.1 As Host, Level 3 will be the sole interface and responsible party to Embarq for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a Level 3.

78.3.2 Embarq will not place unreasonable restrictions on Level 3's use of a cage, and as such will allow Level 3 to contract with other Level 3s to share the cage in a sublease type arrangement. If two (2) or more Level 3s that have interconnection agreements with Embarq utilize a shared collocation cage, Embarq will permit each Level 3 to order UNEs and provision service from the shared collocation space, regardless of which Level 3 was the original collocator.

78.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest

thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

- 78.4 Embarq will provide adjacent collocation arrangements (“Adjacent Arrangement”) where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting Telecommunications Carriers pursuant to an application submitted under Section 80.
- 78.4.1 Level 3 will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Embarq point of interconnection. Should Level 3 elect such an option, Level 3 must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 78.4.2 Embarq maintains the right to review Level 3’s plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of Level 3. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require Level 3 to correct any deviations from approved plans found during such inspection(s).
- 78.4.3 Embarq will provide AC power, as requested, subject to being technically feasible. At its option, Level 3 may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Embarq’s.
- 78.4.4 Subject to Level 3 being on the waiting list, in the event that space in an Embarq Premises becomes available, Embarq will provide the option to Level 3 to relocate its equipment from an Adjacent Facility into the Embarq Premises. In the event Level 3 chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Embarq Premises.
- 78.5 To the extent possible, Embarq will provide Level 3 with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 78.6 Embarq will provide virtual collocation, subject to being technically feasible, if

physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).

- 78.6.1 Level 3 may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 78.6.2 Virtually collocated equipment shall be purchased by Level 3. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of Level 3's equipment, arrangement or facilities.
- 78.6.3 Embarq will install, maintain, and repair Level 3's collocated equipment 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 Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:
 - 78.6.3.1 services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;
 - 78.6.3.2 service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - 78.6.3.3 repairing damage caused to Level 3's collocated equipment by persons other than Embarq, or its authorized contractors, or
 - 78.6.3.4 repairing damage to other property or equipment caused by operation of Level 3's collocated equipment and not caused by the sole negligence of Embarq.
 - 78.6.3.5 Level 3 authorizes Embarq to act as Level 3's agent in enforcing and acting upon any applicable manufacturer's warranties and indemnities. To the extent that Embarq is harmed or otherwise requires the protection of the warranties and indemnities, and assignment of such warranties and indemnities are permitted pursuant to the terms of the manufacturers agreement with Level 3, Level 3 hereby jointly assigns such warranty and/or indemnities to Embarq and Level 3. Level 3 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. Level 3 shall execute any documents or instruments as may be required to allow Embarq

to act upon or enforce the manufacturer's warranty coverage for any equipment.

78.6.3.6 In the event Embarq's right to utilize and/or maintain the equipment which is the subject matter of this section is restrained or otherwise impacted either by Level 3's failure to make or cause to be made timely payment(s) to the equipment manufacturer, or otherwise, Embarq may give written notice to Level 3 and, in the event Level 3 is under to cure such failure or impacting event within 30 days of notice, such obligations of Embarq which affected by the impacting event and which are related to the affected equipment shall terminate immediately.

78.6.4 Embarq's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to Level 3 at rates on Table Two or as filed in a tariff and approved by the Commission.

79 DEMARCATION POINT

- 79.1 Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At Level 3's request, Embarq will identify the location(s) of other possible demarcation points available to Level 3, and Level 3 will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to Level 3's equipment that is available.
- 79.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 79.3 At Level 3's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at Level 3's option, serve as the demarcation point. If Level 3 elects not to provide a POT frame, Embarq will agree to handoff the interconnection cables to Level 3 at its equipment, at Level 3's designated demarcation point. When Level 3 elects to install its own POT frame/cabinet, Embarq must still provide and install the required DC power panel.

80 APPLICATION PROCESS

- 80.1 Upon Level 3's selection of a Premises in which it desires to collocate its Equipment, Embarq currently maintains on its Website a current collocation application form (the "Application"). Level 3 will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Level 3's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay

space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

80.1.1 Level 3 will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.

80.1.2 In the event Level 3 desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, Level 3 will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

80.1.3 Where Level 3 modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay Level 3's operation. Level 3 will notify Embarq of the modifications or additional equipment prior to installation.

80.1.4 If Collocation Space is unavailable or Level 3 withdraws its request, the Application fee, less the costs incurred by Embarq (e.g. engineering record search and administrative activities required to process the Application) will be refunded.

80.2 If Level 3 wishes Embarq to consider multiple methods for collocation on a single Application, Level 3 will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If Level 3 provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would Level 3 be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for Level 3 the type of collocation to be ordered.

80.3 Within ten (10) Days after receiving Level 3's Application for collocation, Embarq will inform Level 3 whether the Application meets each of Embarq's established collocation standards. Should Level 3 submit a revised Application

curing any deficiencies in an Application for collocation within ten days after being informed of them, Level 3 shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs Level 3 that there is a deficiency in an Application, Embarq will provide sufficient detail so that Level 3 has a reasonable opportunity to cure each deficiency.

- 80.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by Level 3 must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. Level 3 will be required to pay any applicable Application fees.
- 80.5 Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
 - 80.5.1 Embarq will notify Level 3 in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
 - 80.5.2 In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 80.6 After notifying the Level 3 that Embarq has no available space in the requested Central Office ("Denial of Application"), Embarq will allow Level 3, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.
 - 80.6.1 If Level 3 contests Embarq's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
 - 80.6.2 On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
 - 80.6.3 Embarq will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if Level 3 has been denied space at an Embarq

Premises and challenges Embarq on space availability at said Premises, Level 3 will be given priority for space assignment if, as a result of the challenge, space is found to be available. Level 3 will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise Level 3 as to its position on the list.

80.6.4 If Level 3's Application for Physical Collocation is denied due to lack of space, Embarq will place Level 3 on the waiting list for collocation in particular Premises according to the date Level 3 submitted its Application and not the date of denial for lack of space.

80.6.5 Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.

80.7 Embarq will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.

80.8 Level 3 has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, Level 3 does not notify Embarq that physical collocation should proceed.

80.9 Level 3 will indicate its intent to proceed with equipment installation in an Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If Level 3 makes changes to its Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, Level 3's Application will be treated as a Revision.

80.10 Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

81 SPACE RESERVATION

- 81.1 The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 80. Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

82 PROVISIONING INTERVALS

- 82.1 Embarq will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Embarq will complete construction of Adjacent Collocation arrangements (as defined in 78.4) within one hundred-twenty (120) Days of receipt of a BFFO. If Embarq is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Embarq may petition the Commission for waiver.

83 CONSTRUCTION AND COMMENCEMENT OF BILLING

- 83.1 Embarq shall permit Level 3 or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such Level 3 subcontractor shall be subject to Embarq's security standards as currently maintained on Embarq's Website. Embarq reserves the right to reject any Level 3 subcontractor upon the same criteria that Embarq would use on its own subcontractors. Level 3 will notify Embarq in writing when construction of physical collocation space is complete.
- 83.2 Embarq shall have the right to inspect Level 3's completed installation of equipment and facilities prior to Level 3 turning up such equipment and facilities. Level 3 shall provide written notification to Embarq when Level 3 has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify Level 3 that Embarq is not exercising its right to inspect such Collocation space at that time and that Level 3 may turn up its equipment and facilities. Failure of Embarq to either inspect the Collocation space or notify Level 3 of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Embarq not to inspect such Collocation space. Level 3 shall have the right to be present at such inspection, and if Level 3 is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Level 3's Collocated equipment and facilities, Level 3 shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 83.3 To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to Level 3's order must thereafter be approved by Level 3. The Parties acknowledge that Level 3

approved deviations may require additional construction time and may incur additional Level 3 expenses. Level 3 shall pay all reasonable incremental cost incurred by Embarq as the result of any Revision to the Collocation request. Level 3 will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.

- 83.4 Level 3 will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq to prepare the Collocation space for the installation of Level 3's equipment and for Extraordinary Costs to maintain the Collocation space for Level 3's equipment on a going-forward basis. Extraordinary Costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these Extraordinary Costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, Level 3 and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to Level 3 prior to commencing such work. Extraordinary Costs will only be billed to Level 3 if such costs have been authorized by Level 3. Embarq must advise Level 3 if Extraordinary Costs will be incurred.
- 83.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 83.6 Embarq will notify Level 3 when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to Level 3's original or jointly amended requirements within five (5) Days after the walk through. If Level 3 does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, Level 3 will be deemed to have accepted the Collocation Space and billing will commence.
- 83.7 Level 3 must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. Level 3 will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

84 EQUIPMENT

- 84.1 Level 3 may only locate equipment necessary for interconnection to Embarq and accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).

- 84.2 Level 3's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 84.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on Level 3 that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of Level 3's equipment, citing safety standards, Embarq must provide to Level 3 within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that Level 3's equipment does not meet NEBS Level 1 safety requirements, Level 3 will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Embarq will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, Level 3 will not activate the equipment during the pendency of the dispute.
- 84.4 Level 3 must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If Level 3 fails to place operational telecommunications equipment in the collocated space and connect with Embarq's network within one-hundred-eighty (180) Days of Level 3's acceptance of Embarq's price quote, or other time period mutually agreed to by the Level 3 and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. Level 3 will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

85 AUGMENTS AND ADDITIONS

- 85.1 When Level 3 modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay Level 3's operation. Level 3 will notify Embarq of the modifications or additional equipment prior to installation via an augment application form currently provided on Embarq's Website.
- 85.2 In the event Level 3 desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, Level 3 will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor

loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

- 85.3 Level 3 must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with Level 3 to negotiate mutually agreeable construction intervals for augments.

86 USE OF COMMON AREAS

- 86.1 Level 3, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Embarq including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of Level 3 at the Collocation Space; provided, however, that Embarq shall have the right to reserve parking spaces for Embarq's exclusive use or use by other occupants of the Building as long as Embarq allows for reasonable space to accommodate Level 3's access. Embarq does not guarantee that restroom facilities or water will be available; however, offices that do not have such facilities will be identified during the application process. All common areas shall remain under the exclusive control and management of Embarq, and Embarq shall have the right to change the level, location and arrangement of parking areas and other common areas, as Embarq may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Embarq may from time to time impose, consistent with Level 3's right to access its Collocation Space.
- 86.2 Embarq, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Embarq, for the non-exclusive use of Level 3, Embarq and any other building occupant. Level 3 shall not waste or permit the waste of water.
- 86.3 Embarq shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Embarq shall provide no security specific to Level 3's Collocation Space. Embarq shall not be liable to Level 3 or any other party for loss of or damage to the Collocation Space or Level 3 equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.
- 86.4 Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which Level 3 has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by Level 3's contractors, employees or agents shall be

provided in a non-discriminatory manner as reasonably determined by Embarq.

87 CO-CARRIER CROSS CONNECTION

87.1 Co-carrier cross-connects ("CCXCs") are connections between Level 3 and another collocated telecommunications carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled network elements. Embarq shall provide such CCXCs from Level 3's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from Level 3 to another telecommunications carrier.

87.1.1 Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of Level 3 per Level 3's request. Embarq will provide connections between Level 3's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of Level 3 and provisioned per Level 3's order.

87.1.2 Embarq shall permit Level 3 to self-provision, at its sole discretion, CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Embarq premises without application.

87.1.3 In those cases where Level 3's virtual and/or physical collocation space is adjacent in the central office, Level 3 may have the option of using Level 3's own technicians at its sole discretion, to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

- 87.2 The term “Adjacent” in this Section 87 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

88 RATES

- 88.1 The rates for collocation are listed on Table Two.
- 88.2 If Level 3 is the first collocater in the Embarq premises, Level 3 will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 88.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of Level 3’s Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Level 3 collocated within the Premises, based on the total space utilized by each collocated Level 3. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Level 3 was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.
- 88.4 Facility Modifications
- 88.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 88.4.2 If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 88.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 88.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from

parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

88.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

89 EMBARQ SERVICES AND OBLIGATIONS

89.1 Embarq shall furnish air conditioning and/or other environmental controls, including but not limited to, HVAC, heating and Humidification, for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by Level 3 to Embarq in its Application which Level 3 hereby represents to Embarq is sufficient to allow Level 3's equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Embarq or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

89.1.1 If Level 3 locates equipment or facilities in the Collocation Space which is determined to materially adversely affect the temperature or other environmental conditions otherwise maintained by Embarq in the Building, Embarq will provide Level 3 with notice. If Level 3 has not resolved the problem to Embarq's reasonable satisfaction within 10 days, or shorter period of time if there is an emergency unless otherwise agreed to in writing by the Parties. Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Level 3's equipment or facilities shall be paid by Level 3 to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

89.2 If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to Level 3 pursuant to this Section is insufficient to support the activity being carried on by Level 3 in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide Level 3 with additional electricity and Level 3 shall reimburse Embarq for any reasonable expenses incurred in making such additional electrical circuits available to Level 3's Collocation Space. Level 3 shall also pay for additional electricity provided via these circuits.

89.2.1 Level 3 covenants and agrees that Embarq shall not be liable or responsible to Level 3 for any loss, damage or expense which Level 3 may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for Level 3's requirements.

89.2.2 Level 3 agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the Level 3's equipment shall not exceed the requested capacity.

89.2.3 Central office power supplied by Embarq into the Level 3 equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated Level 3 equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Level 3 equipment. The termination location shall be as agreed by the parties.

89.2.4 Embarq shall provide power as requested by Level 3 to meet Level 3's need for placement of equipment, interconnection, or provision of service.

89.2.5 Embarq power equipment supporting Level 3's equipment shall:

89.2.5.1 Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Embarq equipment;

89.2.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for Level 3 equipment, or, at minimum, at parity with that provided for similar Embarq equipment;

89.2.5.3 Provide, upon Level 3's request and at Level 3's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) Level 3 traffic;

89.2.5.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level

above the top of Level 3 equipment plus or minus 2 feet to the left or right of Level 3's final request; and

- 89.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for Level 3's equipment in accordance with Level 3's collocation request.
- 89.2.6 Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 89.2.7 Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 89.2.8 Embarq will provide Level 3 with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Level 3 equipment located in Embarq facility. Embarq shall provide Level 3 immediate notification by telephone of any emergency power activity that would impact Level 3's equipment.
- 89.3 Subject to the provisions of Section 89.3.3 hereof, Embarq may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Embarq shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
 - 89.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
 - 89.3.2 Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and Level 3 hereby agrees to provide Embarq and Embarq's insurance carrier's access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide Level 3 with notice of its intent to access Level 3's Collocation Space where such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Level 3, its employees, agents or invitees, in which case Level 3 shall reimburse Embarq for all reasonable costs of such repair or replacement. If a Halon or alternative fire suppression system is in place, Level 3 shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of Level 3's act or omission. Level 3 shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however,

if Level 3 is aware of damage to the fire protection systems it shall promptly notify Embarq.

89.3.3 Level 3 is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Embarq, its officers, agents or employees.

89.4 Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Embarq's normal business practices.

89.4.1 Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by Level 3. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by Level 3, Level 3's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

89.4.2 Embarq shall, where practical, provide Level 3 with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. Level 3 shall pay Embarq for reasonable expenses incurred if such work is done during other than normal working hours at Level 3's request. Level 3 shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

89.4.3 The reasonable cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Level 3 or Level 3's employees, invitees or agents, shall be paid by Level 3 to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.

89.5 Embarq shall provide Level 3 with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is

known to be a service affecting activity. Embarq will inform Level 3 by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.

- 89.6 Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with Level 3's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.

89.6.1 No such interruption of service shall be deemed an eviction or disturbance of Level 3's use of the Collocation Space or any part thereof, or render Embarq liable to Level 3 for damages, by abatement of Level 3 Fees or otherwise, except as set forth in the Tariff, or relieve Level 3 from performance of its obligations under this Agreement.

- 89.7 For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, Level 3 shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

89.7.1 Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if Level 3's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.

89.7.2 To require all persons entering or leaving the Premises during such hours as Embarq may reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Embarq.

- 89.8 Embarq shall have access to Level 3's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including Level 3's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those

related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of Level 3's Collocation Space has been established, and if conditions permit, Embarq will provide Level 3 with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing Level 3 the option to be present at the time of access. Level 3 shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

89.8.1 To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary.

89.8.2 To use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq, during an extreme emergency, by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Level 3 from the Collocation Space or any portion thereof.

90 LEVEL 3'S OBLIGATIONS

90.1 Level 3 shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. Level 3 shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). Level 3 shall keep the Collocation Space clean and trash free.

90.2 Level 3 agrees to abide by all of Embarq's security practices for non-Embarq employees with access to the Building, including, without limitation:

90.2.1 Level 3 must obtain non-employee photo identification cards for each Level 3 employee or vendor. Temporary identification cards may otherwise be provided by Embarq for employees or agents, contractors and invitees of Level 3 who may require occasional access to the Collocation Space.

90.2.2 Level 3 will supply to Embarq the completed access form for employees or approved vendors who require access to the Premises. Embarq may reasonably deny access to any person into the building. Embarq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarq. Embarq may issue security cards, codes, or keys to Level 3's listed employees or vendors where such systems are available and its use by Level 3 will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

90.2.3 Level 3 is responsible for returning identification and security cards,

codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. Level 3 will provide replacement cards as necessary. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. Level 3 will reimburse Embarq actual costs due to unreturned or replacement cards, codes, or keys.

- 90.2.4 In the event that a key is lost, Level 3 is responsible for costs associated with recoring locks and reissuing keys to Embarq and other parties authorized to access the Premise.
 - 90.2.5 Level 3's employees, agents, invitees and vendors must display identification cards at all times.
 - 90.2.6 Level 3 will assist Embarq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
 - 90.2.7 Removal of all furniture, equipment or similar articles will be based on local Embarq security practices. These security practices will not be more stringent for Level 3 than Embarq requires for its own employees or Embarq's contractors.
 - 90.2.8 Before leaving the Collocation Space unattended, Level 3 shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from Level 3's failure to do so shall be the responsibility of Level 3. Level 3 will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from Level 3's failure to comply with this section.
 - 90.2.9 Level 3 agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to Level 3, to Level 3 personnel while on Embarq Premises. While such escort shall not be a requirement to Level 3's entry into the Building, Level 3 must allow the security escort to accompany Level 3 personnel at all times and in all areas of the Building, excluding the Collocation Space, if so requested.
 - 90.2.10 Level 3 shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. Level 3 shall promptly update this information as changes occur.
- 90.3 Level 3 will provide Embarq with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to

Embarq equipment located in Level 3 facility. Level 3 shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.

- 90.4 Level 3 shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 90.5 Level 3 shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 90.6 Level 3 shall provide Embarq with written notice three (3) Business Days prior to those instances where Level 3 or its subcontractors perform work, which is to be a known service affecting activity. Level 3 will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after Level 3 learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.
- 90.7 Level 3 may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by Level 3 and at Level 3's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 90.8 Level 3 shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that Level 3 may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 90.8.1 If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of Level 3s in general are located, such changes, modifications, or additions shall be made by Embarq and Level 3 shall reimburse Embarq for any reasonable cost thereof in the same proportion as the size of Level 3's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 90.9 Level 3 shall identify and shall notify Embarq in writing of any Hazardous Materials Level 3 may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). Level 3, its agents

and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Level 3 will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

90.9.1 Level 3 shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

90.9.2 If Embarq discovers that Level 3 has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. Level 3 shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Level 3 shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

90.9.3 Level 3 shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, Level 3's use, storage or disposal of Hazardous Materials.

90.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); the

Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

- 90.10 Level 3 shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Level 3 shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 90.10.1 Level 3 shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. Level 3 agrees to provide Embarq with equipment profile information prior to installation authorization.
- 90.10.2 Level 3 shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Embarq.
- 90.10.3 Level 3 shall not use the name of the Building or Embarq for any purpose other than that of the business address of Level 3, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.
- 90.10.4 Level 3 shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.
- 90.10.5 Level 3 shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Level 3 shall lend its full cooperation to keep such

areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

- 90.10.6 Level 3 shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 90.10.7 Level 3 shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 90.10.8 Level 3 shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 90.10.9 Level 3 shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 90.11 Level 3, its employees, agents, contractors, and business invitees shall:
 - 90.11.1 comply with all rules and regulations which Embarq may adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
 - 90.11.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 90.12 Level 3 shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of Level 3.
 - 90.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new or good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's

transaction of business. Level 3 shall permit Embarq to inspect all construction operations within the Collocation Space.

90.12.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures placed in the Collocation Space by and at the expense of Level 3 or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require Level 3 to remove such fixtures and installations, alterations or additions at Level 3's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

90.12.3 All fixtures and other equipment to be used by Level 3 in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.

90.13 Fireproofing Policy. Level 3 shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If Level 3 desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of Level 3. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by Level 3, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by Level 3 with Embarq-approved fire barrier sealants, or by Embarq at Level 3's cost.

- 90.14 Equipment Grounding. Level 3 equipment shall be connected to Embarq's grounding system.
- 90.15 Representations and Warranties. Level 3 hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to Level 3's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that Level 3 has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

91 BUILDING RIGHTS

- 91.1 Embarq may, without notice to Level 3:
- 91.1.1 Change the name or street address of the Premises;
 - 91.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 91.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 91.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding Level 3's safes;
 - 91.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs at Parity;
 - 91.1.6 Approve the weight, size and location of safes, computers and all other heavy articles around or about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at Level 3's sole risk and responsibility;
 - 91.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to Level 3 as reasonably possible under the circumstances;
 - 91.1.8 Do or permit to be done any work in or about the Collocation Space or the

Premises or any adjacent or nearby building, land, street or alley, subject to the terms of this Agreement;

91.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude Level 3 from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

91.1.10 Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed by Embarq subject to Level 3's right to access.

91.2 If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

91.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and Level 3 agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

92 INSURANCE

92.1 During the term of this Agreement, Level 3 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:

- 92.1.1 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 Embarq as additional insured;
- 92.1.2 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 Embarq as additional insured;
- 92.1.3 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
- 92.1.4 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 Embarq as additional insured; and
- 92.1.5 "All Risk" property insurance on a full replacement cost basis insuring Level 3's property situated on or within the Property. Level 3 may elect to insure business interruption as is outlined in Section 10.
- 92.2 Nothing contained in this Section shall limit Level 3's liability to Embarq to the limits of insurance certified or carried.
- 92.3 All policies required of the Level 3 shall contain evidence of the insurer's waiver of the right of subrogation against Embarq 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 Embarq may carry.
- 92.4 Level 3 shall furnish to Embarq a certificate or certificates of insurance, satisfactory in form and content to Embarq, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Embarq.
- 92.5 Embarq will carry not less than the insurance coverages and limits required of Level 3.

93 INDEMNIFICATION

- 93.1 Level 3 shall indemnify and hold Embarq harmless from any and all claims arising from:
 - 93.1.1 Level 3's use of the Collocation Space;
 - 93.1.2 the conduct of Level 3's business or from any activity, work or things done, permitted or suffered by Level 3 in or about the Collocation Space

or elsewhere;

93.1.3 any and all claims arising from any breach or default in the performance of any obligation on Level 3's part to be performed under the terms of this Agreement; and

93.1.4 any negligence of the Level 3, or any of Level 3's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

93.2 If any action or proceeding is brought against Embarq by reason of any such claim, Level 3, upon notice from Embarq, shall defend same at Level 3's expense employing counsel satisfactory to Embarq.

93.3 Level 3 shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Level 3, or out of any work performed, material furnished, or obligations incurred by Level 3 in, upon or otherwise in connection with the Collocation Space. Level 3 shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce Level 3's liability under this Section.

93.3.1 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, Level 3 shall give Embarq written notice thereof as soon as Level 3 obtains such knowledge.

93.3.2 Level 3 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 Embarq, at the cost and for the account of Level 3, from obtaining such discharge and release if Level 3 fails or refuses to do the same within the thirty-day period.

93.3.3 If Level 3 has first discharged the lien as provided by law, Level 3 may, at Level 3's expense, contest any mechanic's lien in any manner permitted by law.

94 LIMITATION OF LIABILITY

94.1 EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF Level 3'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

94.2 EMBARQ WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF

ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EMBARQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

95 PARTIAL DESTRUCTION

- 95.1 If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. Level 3's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Embarq notifies Level 3 of its election to terminate Level 3's rights to the applicable Collocation Space. If Embarq does not elect to terminate Level 3's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.
- 95.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of Level 3, its agents, employees, contractors, Level 3s, customers or business invitees, unless Embarq otherwise elects, Level 3's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, Level 3 shall reimburse Embarq for the cost of such repairs, or Level 3 shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 95.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate Level 3's rights to the applicable Collocation Space by giving written notice of its intent to terminate Level 3's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

96 EMINENT DOMAIN

- 96.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, Level 3's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to

remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate Level 3's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to Level 3 for such cancellation, and Level 3 shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

97 BANKRUPTCY

- 97.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Level 3, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Level 3 insolvent or unable to pay Level 3's debts, or Level 3 makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Level 3 or for the major part of Level 3's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

98 ASBESTOS

- 98.1 Level 3 is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and Level 3 is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). Level 3 agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that Level 3's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. Level 3 shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from Level 3's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide Level 3 reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect Level 3's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

99 MISCELLANEOUS

- 99.1 Level 3 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 Embarq 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.

- 99.2 Submission of this instrument for examination or signature by Embarq 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 Embarq and Level 3.
- 99.3 Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by Level 3 by implication or otherwise unless expressly set forth herein.
- 99.4 In the event of work stoppages, Embarq may establish separate entrances for use by personnel of Level 3. Level 3 shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 99.5 The individuals executing this Agreement on behalf of Level 3 represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of Level 3.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EMBARQ

By: _____

William E. Cheek

(Printed Name)

President – Wholesale Markets

(Title)

(Date)

9/11/06

Level 3

By: _____

Andrea Gavalas - Pierantozzi

(Printed Name)

Vice President – Interconnection Services

(Title)

(Date)

9/5/06

Table One

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY:	TENNESSEE		3/31/2006
MRC	NRC				
		RESALE DISCOUNTS		MRC	NRC
		Other than Operator / DA		12.70%	
		Op Assist / DA		12.70%	
		USAGE FILE CHARGES		MRC	NRC
UF01		Message Provisioning, per message		\$0.00307	
UF02		Data Transmission, per message		\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)			\$18.00
		OTHER CHARGES		MRC	NRC
	UP026	Temporary Suspension of Service for Resale - SUSPEND			\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE			\$21.00
	UP028	PIC Change Charge, per change			Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding			ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL		MRC	NRC
	OC013	Tag and Label on a reinstall loop or an existing loop or resale			\$8.72
		TRIP CHARGE		MRC	NRC
	OC003	Trip Charge			\$18.11
		RATE ELEMENT			
		SERVICE ORDER / INSTALLATION / REPAIR		MRC	NRC
	SO001	Manual Service Order NRC			\$16.99
	SO002	Manual Service Order - Listing Only			\$16.99
	SO003	Manual Service Order - Change Only			\$16.99
	SO004	Electronic Service Order (IRES)			\$9.40
	SO005	Electronic Service Order - Listing Only			\$9.40
	SO006	Electronic Service Order - Change Only			\$9.40
	OC008	2-Wire Loop Cooperative Testing			\$38.16
	OC009	4-Wire Loop Cooperative Testing			\$46.88
	OC010	Trouble Isolation Charge			\$74.10
	OC016	Change Telephone Number, per change			\$9.40
	OC017	LNP Coordinated Conversion - Lines 1 -10			\$66.42
	OC018	LNP Coordinated Conversion - Each additional line			\$4.59
	OC023	LNP Conversion - 10 Digit Trigger			\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)			

	OC021	DS1 Loop, per circuit		\$99.88
	OC021	DS1 Transport, per circuit		\$99.88
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION		MRC NRC
	PQ001	Loop Make-Up Information		\$12.00
		LOOPS (RATES INCLUDE NID CHARGE)		MRC NRC
		2-Wire Analog		
AA013		Band 1	\$26.31	
AA014		Band 2	\$45.96	
AA015		Band 3	\$71.71	
	AA002	First Line		\$95.82
	AA003	Second Line and Each Additional Line (same time)		\$40.46
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$37.87
	AA005	Disconnect		\$33.45
		4-Wire Analog		
AA017		Band 1	\$50.41	
AA018		Band 2	\$89.28	
AA019		Band 3	\$140.38	
	AA008	First Line		\$118.64
	AA009	Second Line and Each Additional Line (same time)		\$63.29
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$51.33
	AA011	Disconnect		\$33.45
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$26.31	
AA014		Band 2	\$45.96	
AA015		Band 3	\$71.71	
	DX009	First Line		\$97.65
	DX002	Second Line and Each Additional Line (same time)		\$42.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$37.87
	DD004	Disconnect		\$33.45
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$50.41	
DX011		Band 2	\$89.28	
DX012		Band 3	\$140.38	
	DX014	First Line		\$122.30
	DX015	Second Line and Each Additional Line (same time)		\$66.95
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$51.33
	DX017	Disconnect		\$33.45

		2-Wire Digital Loop		
AA013		Band 1	\$26.31	
AA014		Band 2	\$45.96	
AA015		Band 3	\$71.71	
	DD002	First Line		\$97.65
	DD003	Second Line and Each Additional Line (same time)		\$42.30
	DD004	Disconnect		\$33.45
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$40.42	
DD014		Band 2	\$66.24	
DD015		Band 3	\$100.98	
	DD002	First Line		\$97.65
	DD003	Second Line and Each Additional Line (same time)		\$42.30
	DD004	Disconnect		\$33.45
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$50.41	
DD018		Band 2	\$89.28	
DD019		Band 3	\$140.38	
	DD006	First Line		\$122.30
	DD007	Second Line and Each Additional Line (same time)		\$66.95
	DD008	Disconnect		\$33.45
		Digital 56k/64k Loop		
DD021		Band 1	\$46.75	
DD022		Band 2	\$68.44	
DD023		Band 3	\$96.56	
	DD030	First Line		\$236.62
	DD031	Second Line and Each Additional Line (same time)		\$181.26
	DD004	Disconnect		\$33.45
		DS1 Service and ISDN PRI Loop		
DD025		Band 1	\$173.46	
DD026		Band 2	\$197.17	
DD027		Band 3	\$275.07	
	DD010	First Line		\$318.76
	DD011	Second Line and Each Additional Line (same time)		\$263.40
	DD008	Disconnect		\$33.45
		DS3 Service		
HC002	HC001	Add DS3 to existing fiber system	ICB	\$130.30
	HC003	Disconnect		\$17.13
		LOOP CONDITIONING	MRC	NRC

		Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		
	LC001			\$2.00
	LC002	Conditioning Engineering Charge - per loop		\$80.15
	LC003	Conditioning Trip Charge - per loop		\$19.49
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$190.11
	LC005	Unload Addtl cable pair, UG same time, same location and cable		\$1.16
	LC006	Unload cable pair, per Aerial Location		\$78.63
	LC007	Unload Addtl cable pair, AE or BU, same time, location and cable		\$1.16
		Unload cable pair, per Buried Location		\$111.63
		Bridged Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$190.42
	LC013	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$1.47
	LC014	Remove Bridged Tap or Repeater, per Aerial Location		\$78.94
	LC015	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.47
		Remove Bridged Tap or Repeater, per Buried Location		\$111.95
		SUB LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
SB002		Band 1	\$13.66	
SB003		Band 2	\$22.31	
SB004		Band 3	\$33.14	
	SB010	First Line		\$84.84
	SB011	Second Line and Each Additional Line (same time)		\$29.48
	SB012	Disconnect		\$46.30
		4 Wire Voice Grade and Digital Data Distribution		
SB006		Band 1	\$26.48	
SB007		Band 2	\$43.18	
SB008		Band 3	\$64.11	
	SB013	First Line		\$107.40
	SB014	Second Line and Each Additional Line (same time)		\$52.04
	SB015	Disconnect		\$46.30
		DEDICATED INTEROFFICE TRANSPORT	MRC	NRC
DT2	DT004	DS1	Refer to Dedicated Transport Tab	\$83.85
	DT005	DS1 Disconnect		\$17.13

DT3	DT007	DS3	Refer to Dedicated Transport Tab	\$83.85
	DT008	DS3 Disconnect		\$17.13
		MULTIPLEXING	MRC	NRC
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$175.85	\$83.85
	DT020	DS1-DS0 Disconnect		\$17.13
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$214.41	\$83.85
	DT022	DS3-DS1 Disconnect		\$17.13
		UNBUNDLED DARK FIBER	MRC	NRC
	DF007	Dark Fiber Application & Quote Preparation Charge		\$248.42
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		Transport		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.0040	
		Additional Charges Applicable to Transport		
DF011		Fiber Patch Cord, per fiber	\$0.74	
DF012		Fiber Patch Panel, per fiber	\$0.72	
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$176.99
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$61.55
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$17.20
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		End Office - per MOU	\$0.0004	N/A
		Tandem Switching - per MOU	\$0.0004	N/A
		Shared Transport - per MOU	\$0.0004	N/A
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.005000	N/A
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	

DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		OPERATOR SERVICES / DIRECTORY ASSISTANCE SERVICES	MRC	NRC
	DA002	Operator Services		Refer to Embarq Applicable Retail Tariff
	DA002	Directory Assistance Services		Refer to Embarq Applicable Retail Tariff
		DIRECTORY SERVICES	MRC	NRC
	DA002	Directory - Premium & Privacy Listings		Refer to Embarq Applicable Retail Tariff
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
DT2	DT004	911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$83.85
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$175.85	\$83.85
DB011	DB007	DS0 911 Per Port (minimum of 2 DS0's required)	\$23.89	ICB
		STREET INDEX GUIDE	MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Dedicated Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,099.79
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		

		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,318.26
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC
		Multiplexing	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

LOOP BANDING		TN
Exchange Name	CLLI	Band
BLOUNTVL	BUVLTNXARS0	1
BRISTOL	BRSTTNXADS0	1
ELIZABHTN	ELTNTNXADS0	1
JOHNSON CY	JHCYTNXCDS0	1
JOHNSON CY	JHCYTNXADS0	1
KINGSPORT	KGPTTNXADS0	1
KINGSPORT	KGPTTNXCRS0	1
MIDWAY SUL	MDWYTNXARS0	1
BAILEYTON	BLTNTNXARS0	2
BLUFF CITY	BLCYTNXARS0	2
CHURCHHILL	CHHLTNXARS0	2
ERWIN	ERWNTNXARS0	2
GREENEVL	GRVLTNXADS0	2
JONESBORO	JNBOTNXARS0	2
STONEY CRK	STCKTNXARS0	2
SULIVNGDNS	SLGRTNXARS0	2
BRISTOL	BRSTTNXBRS0	3
BUTLER	BTLRTNXARS0	3
FALLBRANCH	FLBRTNXARS0	3
HAMPTON	HMPNTNXARS0	3
LIMESTONE	LMSTTNXADS0	3
MOSHEIM	MOSHTNXARS0	3
MOUNTAINCY	MTCYTNXARS0	3
ROAN MT	RNMTTNXARS0	3

DEDICATED TRANSPORT RATE SUMMARY

TENNESEE

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.						
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.						
Baileyton	Greeneville	BLTNTNXARS0	GRVLTNXADS0	***	\$172.37	\$4,594.53
Baileyton	Limestone	BLTNTNXARS0	LMSTTNXADS0		\$332.39	\$8,843.46
Baileyton	Mosheim	BLTNTNXARS0	MOSHTNXARS0		\$265.43	\$6,082.21
Blountville	Bluff City	BUVLTNXARS0	BLCYTNXARS0		\$151.15	\$2,120.93
Blountville	Bristol, TN and Bristol, VA	BUVLTNXARS0	BRSTTNXADS0		\$60.03	\$562.42
Blountville	Church Hill, Mt. Carmel	BUVLTNXARS0	CHHLTNXARS0		\$359.32	\$6,831.58
Blountville	Fall Branch	BUVLTNXARS0	FLBRTNXARS0		\$397.98	\$7,914.01
Blountville	Johnson City Main	BUVLTNXARS0	JHCYTNXADS0		\$75.79	ICB
Blountville	Kingsport	BUVLTNXARS0	KGPTTNXADS0		\$283.14	\$5,816.38
Blountville	Midway (Sullivan County)	BUVLTNXARS0	MDWYTNXARS0		\$346.71	\$6,642.23
Blountville	Sullivan Gardens	BUVLTNXARS0	SLGRTNXARS0		\$397.98	\$7,914.01
Blountville	Wytheville, VA	BUVLTNXARS0	WYVLVAXADS0		\$98.87	ICB
Bluff City	Johnson City-Main	BLCYTNXARS0	JHCYTNXADS0		\$93.04	\$1,651.32
Bluff City-Piney Flats	Bristol, TN and Bristol, VA	BLCYTNXARS0	BRSTTNXADS0		\$91.12	\$1,558.51
Bluff City-Piney Flats	Church Hill	BLCYTNXARS0	CHHLTNXARS0		\$167.31	\$2,573.71
Bluff City-Piney Flats	Fall Branch	BLCYTNXARS0	FLBRTNXARS0		\$205.96	\$3,656.14
Bluff City-Piney Flats	Kingsport	BLCYTNXARS0	KGPTTNXADS0		\$91.12	\$1,558.51
Bluff City-Piney Flats	Midway (Sullivan County)	BLCYTNXARS0	MDWYTNXARS0		\$154.69	\$2,384.36
Bluff City-Piney Flats	Sullivan Gardens	BLCYTNXARS0	SLGRTNXARS0		\$205.96	\$3,656.14
Bristol, TN	Bristol South	BRSTTNXADS0	BRSTTNXBDS0		\$61.34	ICB
Bristol, TN	Church Hill	BRSTTNXADS0	CHHLTNXARS0		\$299.29	\$6,269.16
Bristol, TN	Fall Branch	BRSTTNXADS0	FLBRTNXARS0		\$337.95	\$7,351.59
Bristol, TN	Johnson City Main	BRSTTNXADS0	JHCYTNXADS0		\$75.79	ICB
Bristol, TN	Kingsport	BRSTTNXADS0	KGPTTNXADS0		\$256.57	\$6,042.06
Bristol, TN	Midway (Sullivan County)	BRSTTNXADS0	MDWYTNXARS0		\$154.69	\$2,384.36
Bristol, TN	Sullivan Gardens	BRSTTNXADS0	SLGRTNXARS0		\$337.95	\$7,351.59
Butler	Elizabethton	BRSTTNXADS0	ELTNTNXADS0		\$251.67	\$5,696.38
Butler	Hampton	BRSTTNXADS0	HMPNTNXARS0		\$251.67	\$5,696.38
Butler	Mountain City	BRSTTNXADS0	MTCYTNXARS0		\$387.99	\$8,395.46
Butler	Roan Mountain	BRSTTNXADS0	RNMTTNXARS0		\$522.45	\$13,046.62
Butler	Stoney Creek	BRSTTNXADS0	STCKTNXARS0		\$413.23	\$9,988.23
Church Hill-Mt.Carmel	Fall Branch	CHHLTNXARS0	FLBRTNXARS0		\$191.03	\$3,112.83
Church Hill-Mt.Carmel	Kingsport	CHHLTNXARS0	KGPTTNXADS0		\$76.19	\$1,015.20
Church Hill-Mt.Carmel	Midway (Sullivan County)	CHHLTNXARS0	MDWYTNXARS0		\$139.76	\$1,841.05
Church Hill-Mt.Carmel	Sullivan Gardens	CHHLTNXARS0	SLGRTNXARS0		\$191.03	\$3,112.83
Elizabethton	Hampton	ELTNTNXADS0	HMPNTNXARS0		\$57.17	\$482.19
Elizabethton	Roan Mountain	ELTNTNXADS0	RNMTTNXARS0		\$327.95	\$7,832.43
Elizabethton	Stoney Creek	ELTNTNXADS0	STCKTNXARS0		\$161.56	\$4,291.85
Erwin	Bristol TN	ERWNTNXARS0	BRSTTNXADS0		\$91.12	ICB
Erwin	Johnson City Main	ERWNTNXARS0	JHCYTNXADS0		\$166.91	ICB
Erwin	Kingsport	ERWNTNXARS0	KGPTTNXADS0		\$91.12	ICB
Fall Branch	Johnson City	FLBRTNXARS0	JHCYTNXADS0		\$178.41	\$2,923.48
Fall Branch	Jonesborough	FLBRTNXARS0	JNBOTNXARS0		\$321.97	\$5,825.00
Fall Branch	Kingsport	FLBRTNXARS0	KGPTTNXADS0		\$114.84	\$2,097.63
Fall Branch	Limestone	FLBRTNXARS0	LMSTTNXADS0		\$321.97	\$5,825.00

Fall Branch	Midway (Sullivan County)	FLBRTNXARS0	MDWYTNXARS0		\$178.41	\$2,923.48
Fall Branch	Midway (Washington County)	FLBRTNXARS0	MDWYTNXARS0		\$413.73	\$8,481.02
Fall Branch	Sullivan Gardens	FLBRTNXARS0	SLGRTNXARS0		\$114.84	\$2,097.63
Greeneville	Limestone	GRVLTNXADS0	LMSTTNXADS0		\$160.03	\$4,248.94
Greeneville	Mosheim	GRVLTNXADS0	MOSHTNXARS0		\$93.07	\$1,487.68
Hampton	Roan Mountain	HMPNTNXARS0	RNMTTNXARS0		\$327.95	\$7,832.43
Hampton	Stoney Creek	HMPNTNXARS0	STCKTNXARS0		\$218.73	\$4,774.04
Johnson City Main	Greeneville	JHCYTNXADS0	GRVLTNXADS0		\$155.47	ICB
Johnson City Main	Jonesborough-Sulphur Springs	JHCYTNXADS0	JNBOTNXARS0		\$143.56	\$2,901.52
Johnson City Main	Kingsport	JHCYTNXADS0	KGPTTNXADS0		\$63.57	ICB
Johnson City Main	Limestone	JHCYTNXADS0	LMSTTNXADS0		\$143.56	\$2,901.52
Johnson City Main	Midway (Washington County)	JHCYTNXADS0	MDWYTNXARS0		\$75.79	\$1,129.43
Johnson City North	Bristol	JHCYTNXC42T	BRSTTNXADS0	***	\$256.57	\$6,042.06
Johnson City North	Elizabethton	JHCYTNXC42T	ELTNTNXADS0		\$93.04	\$1,651.32
Johnson City North	Galax, VA	JHCYTNXC42T	GALXVAXADS0		\$208.09	ICB
Johnson City North	Greeneville	JHCYTNXC42T	GRVLTNXADS0		\$223.10	\$5,253.96
Johnson City North	Hillsville, VA	JHCYTNXC42T	HLVLVAXADS0		\$182.76	ICB
Johnson City North	Johnson City Main	JHCYTNXC42T	JHCYTNXADS0		\$75.79	\$1,129.43
Johnson City North	Jonesborough-Sulphur Springs	JHCYTNXC42T	JNBOTNXARS0		\$219.35	\$4,030.95
Johnson City North	Kingsport	JHCYTNXC42T	KGPTTNXADS0	***	\$256.57	\$6,042.06
Johnson City North	Limestone	JHCYTNXC42T	LMSTTNXADS0		\$219.35	\$4,030.95
Johnson City North	Marion, VA	JHCYTNXC42T	MARNVAXADS0		\$98.87	ICB
Johnson City North	Midway (Washington County)	JHCYTNXC42T	MDWYTNXARS0		\$75.79	\$1,129.43
Jonesborough-Sulphur Springs	Limestone	JNBOTNXARS0	LMSTTNXADS0		\$143.56	\$2,901.52
Jonesborough-Sulphur Springs	Midway (Washington County)	JNBOTNXARS0	MDWYTNXARS0		\$219.35	\$4,030.95
Kingsport	Midway (Sullivan County)	KGPTTNXADS0	MDWYTNXARS0		\$63.57	\$825.85
Kingsport	Sullivan Gardens	KGPTTNXADS0	SLGRTNXARS0		\$114.84	\$2,097.63
Limestone	Midway (Washington County)	LMSTTNXADS0	MDWYTNXARS2		\$219.35	\$4,030.95
Limestone	Mosheim	LMSTTNXADS0	MOSHTNXARS0		\$253.09	\$5,736.62
Midway (Sullivan County)	Midway (Washington County)	MDWYTNXARS0	MDWYTNXARS0		\$139.36	\$1,955.28
Midway (Sullivan County)	Morrison City, VA	MDWYTNXARS0	MDWYTNXARS0		\$63.57	\$825.85
Midway (Sullivan County)	Sullivan Gardens	MDWYTNXARS0	SLGRTNXARS0		\$178.41	\$2,923.48
Roan Mountain	Stoney Creek	RNMTTNXARS0	STCKTNXARS0		\$489.51	\$12,124.27

Table Two

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,742.43	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,781.55	N/A
Minor Augment Fee	\$ 802.58	N/A
Minor Augment - Administrative & Project Management Fee	\$ 774.34	N/A
Minor Augment - Transmission Engineering Fee	\$ 524.26	N/A
Major Augment Fee	\$ 1,621.71	N/A
Major Augment - Administrative & Project Management Fee	\$ 2,024.90	N/A
Major Augment - Transmission Engineering Fee	\$ 1,540.00	N/A
Space Report (per wire center)	\$ 922.01	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 504.77	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.74	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 8.54
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 15.01
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,334.92	\$ 13.69
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,346.14	\$ 22.42
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,753.27	\$ 72.90
Additional Cost per Foot Over 110 Linear Feet	\$ 169.31	\$ 1.33
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,303.04	\$ 157.75
Additional Cost per Foot Over 110 Linear Feet	\$ 319.95	\$ 2.51
AC Power		
AC Outlet Installation (per 20 amp outlet)	\$ 1,099.38	N/A
Overhead Lights (per set of 2)	\$ 1,614.05	N/A
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 26.87
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 512.09	\$ 7.64
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.56
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 534.48	\$ 9.15
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 19.65
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1865.10	\$ 21.41
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 15.52
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 212.27	\$ 9.58
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 35.43
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 23.39
Internal Cable (per 48-Fiber Cable)	\$ 1,132.86	\$ 35.68
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 185.54	\$ 50.63

Table 2: Rates for the State of Tennessee *(continued)*

Physical and Virtual Collocation Elements <i>(continued)</i>	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.22	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 16.83	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 22.44	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.39	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 13.83	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 20.75	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 27.66	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12.93	N/A
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

EMBARQ

DISASTER RECOVERY PLANNING

For

CLECs

GENERAL CLEC DISASTER RECOVERY PROCEDURE

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GENERAL CLEC DISASTER RECOVERY PROCEDURE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Embarq's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; Embarq equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the Embarq NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

3.0 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

3

GENERAL CLEC DISASTER RECOVERY PROCEDURE

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance

facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way and other possible options available.

4.0 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to standby equipment and the fuel handling equipment could have created “spill” conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

5.0 EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION

5.1 Introduction

This plan provides a basic organizational structure and defines areas of responsibility for a wide range of disasters. It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

5.2 General Information

As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect.

The assessment teams areas of responsibilities will be determined and assigned by the Service Center Manager.

As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence.

After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.

It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind Embark's safety practices and abides by them while securing center assessment information.

6.0 EMERGENCY RESTORATION

In the event an emergency situation develops, or is in the process of developing, the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation.

6.1 Local Service Center Assessment Team

- Service Center Manager
- Manager-Buildings/Grounds
- Security Manager
- Information Services Manager
- Manager Safety /Risk/Loss
- Public Relations Manager

GENERAL CLEC DISASTER RECOVERY PROCEDURE

6.2 Agenda for Meeting

The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service.

- Departments affected
- AC power failures
- LAN Connectivity
- Communication System Assessment
- Working Conditions (weather, delays, etc.)
- Work force requirements (forces on the job, in transit, etc.)
- Extra Forces needed
- Contractors needed
- Restoration schedules – temporary/permanent
- Equipment requirements
- General review of responsibilities
- Secure from Decision Support work order number

7.0 EMERGENCY RESTORATION PRIORITY

The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

1. Assignment
2. Remote Entry
3. CLEC

8.0 WORK DISTRIBUTION RECOMMENDATION

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies “O” & “C” to Winter Garden.

Remote Entry for Company “S” to Carlisle.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

Assignment for Company “C” to Las Vegas

Assignment for Company “S” to Ft. Myers

Assignment for Company "O" to Jefferson City
CLEC to Ft. Myers

Las Vegas, Nevada
Remote Entry to Winter Garden and Carlisle
Assignment to Fayetteville, Ft. Myers, and Jefferson City
CLEC to Fayetteville

Winter Garden, Florida
Remote entry to Jefferson City, Carlisle, and Fayetteville
Ft. Myers, Florida
Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville
CLEC to Las Vegas and Fayetteville

Note: The techs will call directly to the 800 number of the receiving center. This will also help with work distribution.

9.0 EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER

9.1 Disaster Management Structure

The Disaster Recovery Management Team is compromised of internal and external personnel responsible for maintaining and executing the plan. The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions.

The nature of the disruption typically indicates the specific resources needed for recovery. Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

The primary responsibilities of the Disaster Recovery Management Team are to:

- Accomplish rapid and efficient recovery of the network and application systems at the primary and alternate site locations.

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GENERAL CLEC DISASTER RECOVERY PROCEDURE

- Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed.

- Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.

The Disaster Recovery Management Team consists of:

- NOC Director
- Manager of Special Services
- Manager of Technical Assistance
- Manager of Surveillance
- Manager of Scheduling & Administration

All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and subsequent recovery.

9.2 Network Operations Center- Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are:

Internal:

- Technical Assistance
- Special Services
- Scheduling and Administration
- Surveillance
- Corporate Communications (Public Relations)

GENERAL CLEC DISASTER RECOVERY PROCEDURE

10.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how Embarq will proceed with restoration is whether or not Embarq's equipment is incapacitated. Regardless of who's equipment is out of service, Embarq will move

as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

10.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs). Embarq has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Embarq can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Embarq having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Embarq's resolve to re-establish traffic to the original destination as quickly as possible.

10.2 EMBARQ OUTAGE

Because Embarq's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Embarq equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of Embarq's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access tandem or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Embarq's equipment. Shortly after a disaster, the NOC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

10.2.1 Loss of a Central Office

When Embarq loses a Central Office, the NOC will

- a) Place specialists and emergency equipment on notice.
- b) Inventory the damage to determine what equipment and/or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Embarq in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and
- e) Begin restoring service to CLECs and other customers

10.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

10.2.3 Loss of a Central Office with Tandem Functions

When Embarq loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost.
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and an Embarq in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
- e) Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

10.2.4 Loss of a Facility Hub

In the event that Embarq loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Embarq in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) Restoring service to CLECs and other customers. If necessary, Embarq will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

10.3 COMBINED OUTAGE (CLEC AND EMBARQ EQUIPMENT)

In some instances, a disaster may impact Embarq's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Embarq and the CLECs will be utilizing temporary equipment, close coordination will be required.

10.3.1 ALTERNATIVE BUILDING

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center.

Alternate space to accommodate:

- Work stations
- Computers
- Telephones
- LAN Connections

This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections.

Exhibit A – TRRO Wire Center Thresholds as of June 1, 2006

LOOPS

Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 5	LSVGNVXG	June 1, 2006

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	Main	LSVGNVXB	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
NV	South 6	LSVGNGXL	June 1, 2006

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Altamonte Springs	ALSPFLXA	April 22, 2005
FL	Fort Myers	FTMYFLXA	April 22, 2005
FL	Maitland	MTLDFLXA	April 22, 2005
FL	Tallahassee	TLHSFLXA	April 22, 2005
FL	Winter Park	WNPKFLXA	April 22, 2005
NV	East 1	LSVGNVXR	June 1, 2006
NV	Main	LSVGNVXB	April 22, 2005
NV	South 5	LSVGNVXG	April 22, 2005
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 6	LSVGNVXL	April 22, 2005
NV	South South	LSVGNVXV	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
TN	Bristol	BRSTTNXA	April 22, 2005
TN	Johnson City	JHCYTNXC	April 22, 2005
TN	Kingsport	KGPTTNXA	April 22, 2005

Tier 2 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Goldenrod	GLRDFLXA	April 22, 2005
FL	Lake Brantley	LKBRFLXA	April 22, 2005
FL	Naples	NPLSFLXD	June 1, 2006
FL	Ocala	OCALFLXA	June 1, 2006
FL	Tallahassee	TLHSFLXD	April 22, 2005
MO	Jefferson City	JFCYMOXA	April 22, 2005
NC	Fayetteville	FYVLNCXA	April 22, 2005
NC	Rocky Mount	RCMTNCXA	April 22, 2005
VA	Charlottesville	CHVLVAXA	June 1, 2006

All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport

Exhibit W – Embargo Direct connect to Existing POI

Sprint Exchange	Name	State	LATA	LATA NAME
DLWYVAXA	DILLWYN	VA	250	LYNCHBURG VIRGINIA
SALDTXXA	SALADO	TX	556	WACO TEXAS
MFFTTXXA	MOFFAT	TX	556	WACO TEXAS
MTGLOHXA	MOUNT GILEAD	OH	923	LIMA-MANSFIELD OHIO

Exhibit X – Existing POIs

POI	LATA	LATA NAME	City	State
CLTNNJXJ	224	NORTH JERSEY NJ	CLINTON	NJ
NWTNNJXU	224	NORTH JERSEY NJ	NEWTON	NJ
CRLSPAXC	226	CAPITAL PENNSYLVANIA	CARLISLE	PA
RCMTVAXA	244	ROANOKE VIRGINIA	ROCKY MOUNT	VA
WRRNOHXA	322	YOUNGSTOWN OHIO	WARREN	OH
NPLNOHXA	326	TOLEDO OHIO	NAPOLEON	OH
GNVLOHXA	328	DAYTON OHIO	GREENVILLE	OH
PLMOINXA	332	SOUTH BEND INDIANA	PLYMOUTH	IN
FKLNINXA	336	INDIANAPOLIS INDIANA	FRANKLIN	IN
HCKRNCXA	422	CHARLOTTE NC	HICKORY	NC
ASBONCXA	424	GREENSBORO NC	ASHEBORO	NC
ELKNNCXA	424	GREENSBORO NC	ELKIN	NC
CYTNNCXA	426	RALEIGH N CAROLINA	CLAYTON	NC
GNWDSCXC	430	GREENVILLE SC	GREENWOOD	SC
BUFTSCXA	436	CHARLESTON SC	BEAUFORT	SC
ROLLMOXA	520	ST LOUIS MISSOURI	ROLLA	MO
JFCYMOXA	521	WESTPHALIA MISSOURI	JEFFERSON CITY	MO
WRBGMOMA	524	KANSAS CITY MISSOURI	WARRENSBURG	MO
HWTHKSXA	534	TOPEKA KANSAS	HIAWATHA	KS
ATHNTXXA	552	DALLAS TEXAS	ATHENS	TX
DCTRTXXA	552	DALLAS TEXAS	DECATUR	TX
KLLNTXXC	556	WACO TEXAS	KILLEEN	TX
HMBLTXXA	560	HOUSTON TEXAS	HUMBLE	TX
OSSEMNXO	628	MINNEAPOLIS MINN	OSSEO	MN
SCTSNE XU	646	GRAND ISLAND NE	SCOTTSBLUFF	NE
SHRDORXA	672	PORTLAND OREGON	SHERIDAN	OR
THDLORXA	672	PORTLAND OREGON	THE DALLES	OR
PLSBWAXX	674	SEATTLE WASHINGTON	POULSBO	WA
SNSDWAXX	676	SPOKANE WASHINGTON	SUNNYSIDE	WA
LSVGNVXB	721	PAHRUMP NEVADA	LAS VEGAS	NV
LBNNOHXA	922	CINCINNATI OHIO	LEBANON	OH
LRBGINXA	922	CINCINNATI OHIO	LAWRENCEBURG	IN
BLLFOHXA	923	LIMA-MANSFIELD OHIO	BELLEFONTAINE	OH
LIMAOHXA	923	LIMA-MANSFIELD OHIO	LIMA	OH
MNFDOHXA	923	LIMA-MANSFIELD OHIO	MANSFIELD	OH
WSTROHXA	923	LIMA-MANSFIELD OHIO	WOOSTER	OH
CHVLVAXA	928	CHARLOTTESVILLE VA	CHARLOTTESVILLE	VA
FYVLNCXA	949	FAYETTEVILLE	FAYETTEVILLE	NC
JCVLNCXA	949	FAYETTEVILLE	JACKSONVILLE	NC
GNVLNCXA	951	ROCKY MOUNT	GREENVILLE	NC
NWBRNCXA	951	ROCKY MOUNT	NEW BERN	NC
RCMTNCXA	951	ROCKY MOUNT	ROCKY MOUNT	NC
TLHSFLXA	953	TALAHASSEE FLORIDA	TALAHASSEE	FL
FTWBFLXA	44815	PENSACOLA FL FW-EA	FORT WALTON BEACH	FL
MRNNFLXA	45012	PANAMA CITY FL MR-EA	MARIANNA	FL
INVRFLXA	45403	GAINESVILLE FL OL-EA	INVERNESS	FL
LSBGFLXA	45403	GAINESVILLE FL OL-EA	LEESBURG	FL

OCALFLXA	45403	GAINESVILLE FL OL-EA	OCALA	FL
WNPFLXA	45808	ORLANDO FL WI-EA	WINTER PARK	FL
AVPKFLXA	93901	AVON PARK - EA FL	AVON PARK	FL
FTMYFLXA	93902	FT MYERS - EA FL	FORT MYERS	FL
PTCTFLXA	93902	FT MYERS - EA FL	PORT CHARLOTTE	FL

Exhibit Y – No POI Needed

SWITCH	LATA	LATA NAME	SW CITY	State	Equipped	Stay	Remove
APPKFLXA	45808	ORLANDO FL WI-EA	APOPKA	FL	912	1	
BLVWFLXA	45403	GAINESVILLE FL OL-EA	BELLEVIEW	FL	960	1	
CLMTFLXA	45403	GAINESVILLE FL OL-EA	CLERMONT	FL	672	1	
CPCRFLXA	93902	FT MYERS - EA FL	CAPE CORAL	FL	672	1	
CPCRFLXB	93902	FT MYERS - EA FL	CAPE CORAL	FL	1032	1	
CYLKFLXA	93902	FT MYERS - EA FL	CYPRESS LAKE	FL	960	1	
DESTFLXA	44815	PENSACOLA FL FW-EA	DESTIN	FL	624	1	
DUNNXCXA	949	FAYETTEVILLE	DUNN	NC	336	POI	1
FTMYFLXC	93902	FT MYERS - EA FL	FORT MYERS	FL	768	1	
FYVLNCXB	949	FAYETTEVILLE	FAYETTEVILLE	NC	624	1	
FYVLNCXG	949	FAYETTEVILLE	FAYETTEVILLE	NC	552	1	
KLLNTXXA	556	WACO TEXAS	KILLEEN	TX	144	POI	1
KSSMFLXA	45808	ORLANDO FL WI-EA	KISSIMMEE	FL	2040	1	
KSSMFLXB	45808	ORLANDO FL WI-EA	KISSIMMEE	FL	552	1	
LDLKFLXA	45403	GAINESVILLE FL OL-EA	LADY LAKE	FL	0	1	
LHACFLXA	93902	FT MYERS - EA FL	LEHIGH ACRES	FL	576	1	
LSVGNVXI	721	PAHRUMP NEVADA	LAS VEGAS	NV	1008	1	
LSVGNVXK	721	PAHRUMP NEVADA	LAS VEGAS	NV	1008	1	
LSVGNVXR	721	PAHRUMP NEVADA	LAS VEGAS	NV	1104	1	
LSVGNVXT	721	PAHRUMP NEVADA	LAS VEGAS	NV	696	1	
LSVGNVXU	721	PAHRUMP NEVADA	LAS VEGAS	NV	1200	1	
LSVGNVXV	721	PAHRUMP NEVADA	LAS VEGAS	NV	1560	1	
LSVGNVXW	721	PAHRUMP NEVADA	LAS VEGAS	NV	1392	1	
MTVROHXA	923	LIMA-MANSFIELD OHIO	MT VERNON	OH	0	1	
NLVGNVXF	721	PAHRUMP NEVADA	LAS VEGAS	NV	576	1	
OCALFLXB	45403	GAINESVILLE FL OL-EA	OCALA	FL	0	1	
ORCYFLXA	45808	ORLANDO FL WI-EA	ORANGE CITY	FL	672	1	
PLMOINXA	332	SOUTH BEND INDIANA	PLYMOUTH	IN	48	POI	1
RCMTNCXB	951	ROCKY MOUNT	ROCKY MOUNT	NC	552	1	
SPNSNCXA	949	FAYETTEVILLE	SOUTHERN PINES	NC	744	POI	1
STCDFLXA	45808	ORLANDO FL WI-EA	ST CLOUD	FL	0	1	
TVRSFLXA	45403	GAINESVILLE FL OL-EA	TAVARES	FL	1008	1	
WLDROHXA	923	LIMA-MANSFIELD OHIO	WOODLAND (RICHLAND)	OH	0	1	
WNGRFLXA	45808	ORLANDO FL WI-EA	WINTER GARDEN	FL	840	1	
WRRNOHXB	322	YOUNGSTOWN OHIO	WARREN	OH	0	POI	1
WRSWINXA	332	SOUTH BEND INDIANA	WARSAW	IN	1008	POI	1
Totals						30	6

Exhibit Z – New POIs Needed

Embarq Exchange	City	State	LATA	LATA NAME
CLMAPAXC	COLUMBIA	PA	226	CAPITAL PENNSYLVANIA
WASHVAXA	WASHINGTON	VA	246	CULPEPER VIRGINIA
KNBRVAXA	KENBRIDGE	VA	248	RICHMOND VIRGINIA
DLWYVAXA	DILLWYN	VA	250	LYNCHBURG VIRGINIA
FZBGOHXA	FRAZEYSBURG	OH	324	COLUMBUS OHIO
GLSTOHXA	GLOUSTER	OH	324	COLUMBUS OHIO
JNCYOHXA	JUNCTION CITY	OH	324	COLUMBUS OHIO
MCNVOHXA	MCCONNELSVILLE	OH	324	COLUMBUS OHIO
MTSTOHXA	MOUNT STERLING	OH	324	COLUMBUS OHIO
PTSKOHXA	PATASKALA	OH	324	COLUMBUS OHIO
ASHYINXA	ASHLEY	IN	334	AUBURN-HUNTINGTON IN
AVLLINXA	AVILLA	IN	334	AUBURN-HUNTINGTON IN
FKLNINXA	FRANKLIN	IN	336	INDIANAPOLIS INDIANA
FTVLINXA	FORTVILLE	IN	336	INDIANAPOLIS INDIANA
KNTWINXA	KNIGHTSTOWN	IN	336	INDIANAPOLIS INDIANA
LAPLINXA	LAPEL	IN	336	INDIANAPOLIS INDIANA
GBVLNCXA	GIBSONVILLE	NC	424	GREENSBORO NC
KRVLNCXA	KERNERSVILLE	NC	424	GREENSBORO NC
RXBONCXA	ROXBORO	NC	424	GREENSBORO NC
FQVRNCXA	FUQUAY VARINA	NC	426	RALEIGH N CAROLINA
HLBONCXB	HILLSBOROUGH	NC	426	RALEIGH N CAROLINA
WKFSNCXA	WAKE FOREST	NC	426	RALEIGH N CAROLINA
HMPNSCXA	HAMPTON	SC	434	COLUMBIA S CAROLINA
LBNNMOXA	LEBANON	MO	522	SPRINGFIELD MISSOURI
LBNNMOXA	LEBANON	MO	522	SPRINGFIELD MISSOURI
FLVWMOXA	FERREL VIEW	MO	524	KANSAS CITY MISSOURI
KRNYMOXA	KEARNEY	MO	524	KANSAS CITY MISSOURI
CMRCTXXA	COMMERCE	TX	552	DALLAS TEXAS
ARP TXXA	ARP	TX	554	LONGVIEW TEXAS
MFFTTXXA	MOFFAT	TX	556	WACO TEXAS
MLANTXXA	MILANO	TX	558	AUSTIN TEXAS
NVSTTXXA	NAVASOTA	TX	560	HOUSTON TEXAS
WCLMTXXA	WEST COLUMBIA	TX	560	HOUSTON TEXAS
KGWDTXXC	PORTER	TX	560	HOUSTON TEXAS
STDLTXXA	STOCKDALE	TX	566	SAN ANTONIO TEXAS
WLDROHXA	WOODLAND (RICHLAND)	OH	923	LIMA-MANSFIELD OHIO
STRKFLXA	STARKE	FL	45204	JACKSONVIL FL CL-EA
MTLDFLXA	MAITLAND	FL	45808	ORLANDO FL WI-EA