



April 10, 2013

VIA ELECTRONIC AND OVERNIGHT MAIL

Chairman, Tennessee Regulatory Authority
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

13-00062

Re: Petition for Approval of a Commercial Mobile Radio Services (CMRS)
Interconnection Agreement between United Telephone Southeast LLC d/b/a
CenturyLink and 365 Wireless, LLC


Dear Ms. Dillon:

Enclosed are an original and four (4) copies of the Petition of United Telephone Southeast LLC d/b/a CenturyLink for approval of the Commercial Mobile Radio Services (CMRS) Interconnection Agreement between CenturyLink and 365 Wireless, LLC

CenturyLink has already filed this petition electronically and this letter is the required follow-up to that filing. CenturyLink is not aware of any provision in this agreement that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for each company. Please contact me if you have any questions.

Sincerely yours,


Sue Benedek

ZEB/jrh
enclosures

cc: Tony Cash, 365 Wireless
Pamela Wescott

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

In Re:	:	
	:	
Petition for Approval of a Commercial Mobile	:	Docket No.
Radio Services (CMRS) Interconnection Agreement	:	
between United Telephone Southeast LLC d/b/a	:	
CenturyLink and 365 Wireless, LLC	:	

**PETITION FOR APPROVAL OF A COMMERCIAL MOBILE RADIO SERVICES
(CMRS) INTERCONNECTION AGREEMENT**

United Telephone Southeast LLC d/b/a CenturyLink¹ respectfully petitions the Tennessee Regulatory Authority (“Authority”) for approval of a Commercial Mobile Radio Services (CMRS) Interconnection Agreement effective February 20, 2013 (the “Agreement”) negotiated between 365 Wireless, LLC (hereinafter “365 Wireless”) and CenturyLink under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”). In support of its petition, CenturyLink states the following:

1. CenturyLink and 365 Wireless have successfully negotiated the attached Agreement. The Agreement establishes rates, terms and conditions under which the companies agree to interconnect their facilities for the exchange and termination of Local Traffic between their respective end user customers, as described in the Agreement. A copy of the Agreement is attached to this petition and incorporated in this document and attached as Attachment A. A copy of the Disaster Recovery Plan applicable to this Agreement is appended hereto at Attachment B. Both Attachment A and Attachment B are incorporated herein by reference.

¹ The attached Agreement inadvertently includes the word “Company” within CenturyLink’s name.

2. CenturyLink submits this Agreement to the Authority for its review and approval as required under 47 USC § 252(e) of the Telecommunications Act of 1996 ("Act"). Tenn. Code Ann. §65-5-109(m) also provides that it is the express intent of the General Assembly that the Authority receive jurisdiction delegated to it and by the Act.

3. Per Section 252(e) of the Act, 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 either approve or reject the 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. CenturyLink affirms that the Agreement meets the standards for approval.

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

WHEREFORE, CenturyLink respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated by the parties.

Respectfully submitted this 10th day of April 2013



Zsuzsanna E. Benedek, Esquire
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**COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION AGREEMENT**

**FOR THE
STATE
OF
TENNESSEE**

United Telephone Company Southeast LLC d/b/a CenturyLink

and

365 Wireless, LLC

Effective: February 20, 2013

Ending: February 19, 2015

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CMRS INTERCONNECTION AGREEMENT

This CMRS Interconnection Agreement ("Agreement"), is entered into by and between 365 Wireless, LLC ("Carrier"), a Tennessee CMRS provider, and United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink"), a Tennessee ILEC, hereinafter collectively, "the Parties," entered into and effective this 20th day of February 2013 ("Effective Date"), for a two-year term ending February 19, 2015 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined in this Agreement) between CenturyLink and Carrier; 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 Tennessee Regulatory Authority (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Tennessee;

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

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1 Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined in this Agreement 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 meaning of those terms shall be their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934, as amended.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.4.1 Directory Assistance;
 - 1.4.2 911/E911;
 - 1.4.3 Operator call termination (busy line interrupt and verify); and
 - 1.4.4 Information services requiring special billing (e.g., 900 and 950).
- 1.5 "Bill and Keep" means the originating Party has no obligation to pay terminating charges to the terminating Party.

- 1.6 "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.7 "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
- 1.7.1 "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.7.2 "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.7.3 "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.
 - 1.7.4 "Remote Switches" are switches in landline networks 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.
- 1.8 "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 CFR §20.3.
- 1.9 "Common Transport" means a local interoffice transmission path between a third party Tandem Switch and a CenturyLink End Office Switch. Common transport is shared between multiple customers.
- 1.10 "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.11 "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.12 "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.
- 1.13 "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.14 "FCC" means the Federal Communications Commission.
- 1.15 "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 CFR §69.601(b) of the FCC's regulations.
- 1.16 "Interconnection" is as defined in 47 CFR §51.5.
- 1.17 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.18 "InterMTA Traffic" For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between CenturyLink and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.

1.19 “IntraLATA Toll Traffic” means telecommunications traffic as defined in accordance with CenturyLink’s then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

1.20 “Local Traffic” means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24.202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier’s end user. This shall not affect CenturyLink’s landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.

1.21 “Major Trading Area” (“MTA”) refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under §251(b)(5) as defined in 47 CFR §24.202(a).

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

1.23 “Multiple Exchange Carrier Ordering And Design (“MECOD”) Guidelines for Access Services – Industry Support Interface” refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions’ (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS (0404120-00XX), contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

1.24 “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique ten-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.

1.25 “Numbering Plan Area” (“NPA” – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 8YY possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.26 “NXX,” “NXX Code,” or “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 ten-digit telephone number within the NANP.

1.27 “Ordering And Billing Forum” (“OBF”) refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.28 “Parity” means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, Network Elements, functionality or

telephone numbering resources. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

1.29 "Point Of Interconnection" ("POI") is a mutually agreed upon physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Carrier and CenturyLink for the local interconnection of their networks for the mutual exchange of traffic.

1.30 "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.

1.31 "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CARRIER, CenturyLink, independent telephone companies, and wireless Carriers.

1.32 "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.

1.33 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.34 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 USC 153, Section 3.

1.35 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.36 "Transit Service" means the delivery of Transit Traffic.

1.37 "Transit Traffic" means traffic that is originated by Carrier, transited through CenturyLink, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through CenturyLink, and terminated on Carrier's network.

1.38 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.39 "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1 This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth in this Agreement address the exchange of traffic between Carrier and CenturyLink. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

2.2 Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2.3 CenturyLink shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations (CFR). CenturyLink may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing Carrier notice as required by this section. CenturyLink will cooperate with Carrier 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.

2.4 The services and facilities to be provided to Carrier by CenturyLink in satisfaction of this Agreement may be provided pursuant to CenturyLink Tariffs and then current practices on file with the appropriate Commission or FCC. In the event that the provisions of this agreement and the tariff are in conflict, then the terms of the tariff will prevail.

3. REGULATORY APPROVALS

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. CenturyLink and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. 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.

3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act 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 to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

3.3 Section 0 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

3.4 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, CenturyLink determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to Carrier under this Agreement, then CenturyLink may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to Carrier. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering and CenturyLink will not provide new Discontinued Arrangements.

3.5 Additional services, beyond those specified in this Agreement, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

4. TERM AND TERMINATION

4.1 This Agreement will be effective upon the Effective Date, provided however that if Carrier has any outstanding past due obligations to CenturyLink, this Agreement will not be effective until such time as any past due obligations with CenturyLink are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date. No order or request for services under this Agreement shall be processed before Carrier has established a customer account with CenturyLink and has completed the Implementation Plan described in this Agreement.

4.2 For any Interconnection arrangements covered by this Agreement that may already be in place, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that CenturyLink is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.

4.3 Except as provided elsewhere in this Agreement, CenturyLink and Carrier will provide service to each other on the terms of this Agreement for a period ending on the End Date.

4.4 In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to CenturyLink written notification appropriate under the Act. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration request.

4.5 In the event of default, either Party may 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 thirty (30) days after written notice thereof. Default is defined to include:

4.5.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

4.5.2 Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

4.6 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 to survive termination.

4.7 Notwithstanding the above, should CenturyLink sell or trade substantially all the assets in an exchange or group of exchanges that CenturyLink uses to provide Telecommunications Services, then CenturyLink may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

5. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

5.1 In the event that this Agreement expires under section 0, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to 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 either Party's default under section 0, or for termination upon sale under section 0, for service made available under this Agreement and existing as of the End Date, may continue uninterrupted at the request of either Party if:

5.1.1 a new agreement is voluntarily entered into by the Parties; or

5.1.2 service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or

5.1.3 Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between CenturyLink and another carrier for the remaining term of that agreement. If neither section 0 nor 0 are in effect, and Carrier does not designate an agreement under this subsection, CenturyLink may designate an agreement.

6. AUDITS AND EXAMINATIONS

6.1 "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per twelve (12) month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other "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 provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party will provide Audit

support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

6.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this section 0, 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.

6.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

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

6.6 This Section shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, 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.

7.2 CenturyLink will use its best efforts to obtain for Carrier, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for Carrier to use such unbundled network element in the same manner as CenturyLink.

7.3 CenturyLink shall have no obligations to attempt to obtain for Carrier any Intellectual Property right(s) that would permit Carrier to use any unbundled network element in a different manner than used by CenturyLink.

7.4 To the extent not prohibited by a contract with the vendor of the network element sought by Carrier that contains Intellectual Property licenses, CenturyLink shall reveal to Carrier the name of the vendor, the Intellectual Property rights licensed to CenturyLink under the vendor contract and the terms of the contract (excluding cost terms). CenturyLink shall, at Carrier's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Carrier.

7.5 All costs associated with the extension of Intellectual Property rights to Carrier pursuant to Section 0, 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 carriers using that unbundled network element including CenturyLink.

7.6 CenturyLink hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with Carrier'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 Intellectual Property rights CenturyLink agrees in Section 0 to use its best efforts to obtain.

8. LIMITATION OF LIABILITY

8.1 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 9 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

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

8.3 Notwithstanding the foregoing, in no event shall CenturyLink's liability to Carrier 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.

9. INDEMNIFICATION

9.1 Each Party will defend, 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 willful misconduct or omission of the indemnifying Party.

9.2 Carrier shall defend, indemnify and hold harmless CenturyLink from all claims by Carrier's subscribers.

9.3 CenturyLink shall defend, indemnify and hold harmless Carrier from all claims by CenturyLink's subscribers.

9.4 The indemnifying Party will 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 as set forth in this section 9.

9.5 The indemnified Party will 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 Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

9.6 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 Article 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.

9.7 When the lines or services of other companies 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.

9.8 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 (i) any loss relating to a third party 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 (ii) Consequential Damages (as defined in section 8.1 above).

10. CONFIDENTIALITY AND PUBLICITY

10.1 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 Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

10.2 For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (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 (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

10.3 Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. 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.

10.4 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or 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 0 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.

10.5 Neither Party shall produce, publish, or distribute any press release or 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.

10.6 Except as otherwise expressly provided in this Section 0, nothing in this Agreement limits the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

11. WARRANTIES

11.1 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.

12. ASSIGNMENT AND SUBCONTRACT

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. 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 Carrier or CenturyLink 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.

12.2 Except as provided in this Section 0, and except for an assignment confined solely to moneys due or to become due, 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. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

14. RELATIONSHIP OF PARTIES

14.1 It is the intention of the Parties that each shall be an independent contractor and nothing contained in this Agreement 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.

15. NO THIRD PARTY BENEFICIARIES

15.1 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 Carrier from providing its Telecommunications Services to other carriers.

16. NOTICES

16.1 Except as otherwise provided in this Agreement, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Carrier:

Tony Cash, Counsel
365 Wireless
2870 Peachtree St., Suite 951
Atlanta, GA 30305
404-281-3377
tony@365wireless.net

If to CenturyLink:

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

With copy to:

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

16.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. 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 16.

17. WAIVERS

17.1 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.

17.2 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.

17.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

18. SURVIVAL

18.1 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 5, 6, 7, 8, 9, 10, 11, 21, and 23.

19 FORCE MAJEURE

19.1 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 18 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 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

20. DISPUTE RESOLUTION PROCEDURES

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. 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.

20.2 If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days 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.

20.3 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 sixty (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.

20.4 After such period either Party may file a complaint with the FCC or the Commission.

21. COOPERATION ON FRAUD

21.1 The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

22. TAXES

22.1 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.

22.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

22.2.1 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.

22.2.2 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.

22.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

22.3.1 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.

22.3.2 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.

22.3.3 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.

22.4 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.

22.5 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.

22.5.1 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.

22.5.2 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.

22.6 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

22.6.1 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.

22.6.2 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.

22.6.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

22.6.4 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.

22.6.5 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.

22.6.6 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.

22.6.7 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.

22.7 Mutual Cooperation. 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.

23. AMENDMENTS AND MODIFICATIONS

23.1 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.

24. SEVERABILITY

24.1 Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid 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.

25. HEADINGS NOT CONTROLLING

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

26. ENTIRE AGREEMENT

26.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced in this Agreement, all of which are hereby incorporated by reference, 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.

27. COUNTERPARTS

27.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

28. SUCCESSORS AND ASSIGNS

28.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

29. IMPLEMENTATION

29.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. 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 that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

30. SECURITY DEPOSIT

30.1 CenturyLink reserves the right to secure the account with a suitable form of security deposit in the form and amounts set forth herein.

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

30.3 If a security deposit is required on a new account, the security deposit shall be made 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 CenturyLink of additional orders for service.

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

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

30.6 CenturyLink may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in breach of the Agreement.

30.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to Carrier pursuant to this Agreement or in connection with any other services provided to Carrier by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to Carrier'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:

30.7.1 when Carrier's undisputed balances due to CenturyLink are more than thirty (30) days past due; or

30.7.2 when Carrier files for protection under the bankruptcy laws; or

30.7.3 when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) days; or

30.7.4 when this Agreement expires or terminates; or

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

30.7.6 Carrier fails to provide CenturyLink 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 CenturyLink hereunder.

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

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

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

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

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

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

30.10.4 If Carrier desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 30.

PART C – INTERCONNECTION AND INTERCARRIER COMPENSATION

31. INTERCONNECTION

31.1 Point of Interconnection

31.1.1 Carrier shall interconnect with CenturyLink's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:

- (a) Carrier may interconnect its network facilities at any one or more mutually agreed upon technically feasible Points of Interconnection (collectively referred to as "POI") on CenturyLink's network. The Parties will interconnect at one or more of CenturyLink's Tandem Switches, CenturyLink's End Office Switches or Carrier will connect to CenturyLink by using a mid-span meet arrangement. To the extent CenturyLink's network contains multiple tandems in the same LATA, Carrier must interconnect at each tandem where it wishes to exchange (i.e., receive or terminate) traffic with CenturyLink.
- (b) Carrier must establish a POI at each CenturyLink Tandem Switch in the LATA where it exchanges (i.e., receives or terminates) Local Traffic with

CenturyLink or where Carrier has NPA NXX codes rated within that tandem serving area.

- (c) Carrier must establish a direct connection at a CenturyLink end office when total traffic volume exchanged at a particular CenturyLink end office between CenturyLink and Carrier exceeds a DS1 equivalent.
- (d) To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, Carrier must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it exchanges (i.e., receives or terminates) Local Traffic with CenturyLink.
- (e) If Carrier has not established a POI within thirty (30) days after exceeding the above-referenced threshold requirements, Carrier will reimburse CenturyLink for any transit charges incurred by CenturyLink on traffic that would have been exchanged through the POI. Carrier will also reimburse CenturyLink for any transport costs that would be Carrier's responsibility if the POI had been established as required. However, this section does not release Carrier from establishing the additional POIs as required above.

31.2 Interconnection Facilities

31.2.1 Interconnection mid-span meet arrangements will be made available to Carrier.

- (a) When the Parties choose to interconnect via a mid-span meet, Carrier and CenturyLink will jointly provision the facilities that connect the two networks. CenturyLink will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. CenturyLink shall be responsible for provisioning 50% of the interconnection facilities or to CenturyLink's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to CenturyLink's wire center boundary, whichever is greater. 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.

31.2.2 If third-party-leased facilities, Carrier provisioned facilities or CenturyLink-provided leased facilities are used for Interconnection, or if leased facilities are provided under a meet-point arrangement between CenturyLink and a third-party, the POI will be defined as the CenturyLink office in which the leased circuit terminates.

31.2.3 If Carrier elects to lease any portion of the interconnection facility from CenturyLink or if Carrier chooses to interconnect with CenturyLink using a meet-point arrangement (i.e., facilities jointly provisioned by CenturyLink and another LEC), Carrier will order those facilities from CenturyLink's access service tariff at the applicable non-recurring and monthly recurring tariff rates.

31.3 Interconnection to CenturyLink is possible with the following types of interconnection:

31.3.1 Type 1 Interconnection. If Carrier has existing Type 1 Interconnections, CenturyLink will permit the existing Type 1 interconnections to continue under the

following terms. No new Type 1 Interconnections will be provisioned and no existing Type 1 connections will be expanded. Type 1 Interconnection is a trunk connection with line treatment at an End Office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multi-frequency (MF) address pulsing and supervision only. For M-L traffic, the wireless carrier will get access to valid NXXs that terminate to end users that are assigned to the End Office where the Type-1 interconnection is established or NXXs that terminate to any End Office that sub-tends the tandem of which the end office where the Type-1 interconnection also sub-tends. All traffic that falls within the above mentioned calling scope will be treated as local traffic and the Type-1 composite rate will apply. Any traffic that goes beyond the above mentioned calling scope must be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.

- (a) If Carrier's M-L Type 1 call routing does not comply with this agreement, an additional charge may apply to compensate CenturyLink for additional network costs to terminate traffic outside the local calling scope of a Type 1 interconnection.
- (b) In addition, Carrier will be responsible for any charges, including any access charges, which are billed to CenturyLink by third parties. For Type 1 interconnections, when a third party carrier submits an order to port a number from Carrier to the third party or when Carrier submits an order to port a number to Carrier, the Translations Rearrangement Charge will apply.
- (c) CenturyLink will work with Carrier to migrate Carrier's Type 1 Interconnection and associated directory numbers to a Type 2 interconnection.

31.3.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a CenturyLink Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnections that access Interexchange Carriers and local services may require separate trunk groups. Separate trunks may also be required for 8YY traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.3.3 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a CenturyLink End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid CenturyLink NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.3.4 Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a CenturyLink 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

31.3.5 Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an operator services system switch that provides access to operator services call processing capabilities.

31.4 Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunks will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

31.5 The Parties will utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between CenturyLink and Carrier to establish, add, change or disconnect trunks shall be processed by utilizing the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.

31.6 Establishing a Rate Center

31.6.1 When CenturyLink delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center is served by the same access Tandem Switch.

31.6.2 Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.

31.6.3 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers.

31.6.4 Carrier will not provide fixed wireless services under the terms of this Agreement.

31.7 For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from Carrier will be processed.

32. EXCHANGE OF TRAFFIC

32.1 When traffic is not segregated according to traffic types, the Parties will use an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of traffic that is InterMTA.

32.1.1 The InterMTA factor accounts for both Carrier-originated and Carrier-terminated traffic that crosses the MTA boundary and traverses the local interconnection trunks. Based upon the unique MTA geography of the areas served by the Parties, for the first three months of this Agreement and thereafter unless changed as provided in this Section, the InterMTA traffic factor shall be 15%, which shall be applied only on minutes of use terminating from Carrier to CenturyLink, and the PIU factor shall be 20%, such that

20% of the InterMTA traffic shall be treated as interstate, and 80% (100%-20%) shall be treated as intrastate. Both factors are shown in Attachment I.

32.1.2 No reciprocal compensation will be paid by CenturyLink to Carrier for interMTA traffic. CenturyLink may bill Carrier switched access tariffed rates for this traffic in accordance with 32.3.1.

32.1.3 Following the initial three month period, either Party may conduct a state-specific traffic study, using a minimum of sixty (60) days of traffic information, in an effort to derive a more accurate InterMTA traffic percentage and/or PIU, the results of which will be used going forward upon amendment of this Agreement by the Parties; provided, however, that the InterMTA factor and PIU shall not be revised more often than once every six months. Carrier will work with CenturyLink to ensure the necessary traffic data required for sampling purposes is available for such study.

32.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, Carrier will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. CenturyLink will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

32.3 Where Carrier is unwilling to utilize an alternate interconnection protocol, Carrier will provide CenturyLink an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Carrier and CenturyLink. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, Carrier, or CenturyLink internal customer demand for 64K CCC trunks.

32.4 Where available, CenturyLink will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent CenturyLink provides ANSI optional parameters for its own use, CenturyLink shall provide the same to Carrier.

32.5 Where available, CenturyLink will provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.

32.6 CenturyLink shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

32.7 If Carrier interconnects its SS7 network with CenturyLink's SS7 network, both parties will support CLASS signaling, to the extent each Party offers related features and functions to its own end-users.

32.8 Each Party is responsible for the transport of originating calls from its network to the POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

32.9 Carrier will provide an accurate JIP (Jurisdiction Information Parameter) with all terminating traffic (Mobile to Land.) To the extent that carrier can not provide JIP at the time of the agreement, Carrier will provide a timeline of when JIP will be delivered. In either case, Carrier will deliver JIP within six months from effective date.

32.10 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN)

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

33. TYPES OF TRAFFIC AND SERVICES

33.1 This Agreement applies only to the exchange of Local Traffic, which includes Transit Traffic and Ancillary Traffic, but only to the extent that it is Local Traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in CenturyLink's access tariffs. Interconnection facilities that are used for the exchange of multi-jurisdictional traffic must be purchased from CenturyLink's access tariffs.

33.2 Each Party will be fully responsible for all traffic originating from its network and terminating to the other party's network in terms of traffic type as well as completeness and accuracy of call record data. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

34. COMPENSATION

34.1 Non-Local Traffic

34.1.1 Carrier will compensate CenturyLink for Non-Local Traffic based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

34.1.2 Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between CenturyLink and Carrier will be routed to the assigned PIC for the line connection or to the appropriate interexchange carrier when 1010XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where CenturyLink is the designated toll carrier, i.e. for lines that are IntraLATA PIC assigned to CenturyLink or in areas that do not support IntraLATA pre-subscription, IntraLATA toll will be charged at the appropriate rate out of CenturyLink's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at CenturyLink's tariffed rate.

34.2 Local Traffic. Under this Agreement, Bill and Keep shall apply to the exchange of Local Traffic solely when such traffic terminates to the end users of one of the Parties (including wireless traffic of end user customers of Carrier's wireless roaming partners). The transit rate shall apply to Transit Traffic.

34.3 To the extent CenturyLink identifies, either through its own recording capabilities or through call detail records provided by another carrier, traffic that is originated by Carrier and terminated indirectly to CenturyLink through an intermediary carrier (transit carrier), CenturyLink shall bill Carrier Common Transport. In addition, Carrier will reimburse CenturyLink for any transit charges billed by the intermediary carrier. Indirect traffic is intended only for de minimis traffic associated with Carrier "start-up" market entry into a CenturyLink local exchange. Therefore indirect traffic will be allowed only on routes between CenturyLink End offices and Carrier in

instances where, and only so long as, none of the threshold requirements set forth in Section 1.89 of this Agreement have been reached.

34.4 Transit Traffic. Carrier shall pay a transit rate, as set forth in Attachment I when Carrier uses a CenturyLink tandem to terminate Transit Traffic to a third-party.

34.5 When Transit Traffic is originated by a third party that is not legally obligated to compensate CenturyLink for Transit Service provided in transporting the traffic to the Carrier, the Carrier shall:

34.5.1 Establish direct interconnection with said third party; or

34.5.2 Pay transit rate, as set forth in Attachment I.

34.6 Paging Traffic. Bill and Keep shall apply for termination of paging services.

34.7 Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, IntraLATA Toll or Switched Access, if applicable.

35. CHARGES AND PAYMENT

35.1 In consideration of the services provided under this agreement, the Parties shall pay the charges set forth in Attachment I.

35.2 Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. For invoices not paid when due, late payment charges will be assessed.

35.2.1 If an invoice is not paid within sixty (60) Days after the bill date, CenturyLink will suspend processing new orders and cancel any pending orders.

35.2.2 If the account remains delinquent ninety (90) Days after the bill date, CenturyLink will terminate all services under this Agreement.

35.3 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 remainder of the invoice. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

35.4 CenturyLink will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

35.5 CenturyLink will assess late payment charges to Carrier until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of

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

35.5.2 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 Carrier actually makes the payment to CenturyLink.

36. BILLING

36.1 CenturyLink and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.

36.2 No discrete development charges shall be imposed on Carrier or CenturyLink for the establishment of standard meet-point billing arrangements.

36.3 Exchange of Records

36.3.1 Carrier and CenturyLink will exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and CenturyLink further agree they will work toward implementing a record exchange process in accordance with industry standards. Both parties will ensure that all records are accurate and complete and represent the true nature of the traffic.

36.3.2 Carrier and CenturyLink agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and CenturyLink further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and CenturyLink agree to work towards implementation of these standards. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

36.4 CenturyLink and Carrier will exchange test files to support implementation of billing prior to live bill production. Upon request, Carrier and CenturyLink will provide a report of actual measured traffic.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

37. GENERAL REQUIREMENTS

37.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

37.2 Each Party shall provide a twenty-four (24) hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

37.3 CenturyLink will process Carrier maintenance requests at Parity.

37.4 Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, CenturyLink shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

37.5 CenturyLink will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. CenturyLink will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.

37.6 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

38. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

38.1 CenturyLink shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between CenturyLink and Carrier in general. Third, should CenturyLink be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

39. SERVICE PROJECTIONS

39.1 CenturyLink and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

39.1.1 Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;

39.1.2 Two-Six Codes for each trunk group;

39.1.3 Quantity of trunks in service;

39.1.4 Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

39.1.5 Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

40. QUALITY OF SERVICE

40.1 Interconnection quality of service shall be at Parity with that provided by CenturyLink for its own services.

40.2 A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.

40.3 Carrier and CenturyLink shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

41. INFORMATION

41.1 The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS**42. GENERAL REQUIREMENTS**

42.1 It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

PART F – TRANSIT SERVICE (Non-251 Service)**43. TRANSIT TRAFFIC**

43.1 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection (i.e., Carrier is interconnected at CenturyLink's tandem), CenturyLink will provide Transit Services for the exchange of traffic between Carrier and third parties interconnected at the same tandem.

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

43.3 Terms and Conditions

43.3.1 Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.

43.3.2 Carrier acknowledges that a third-party carrier may block transit traffic. To the extent traffic is blocked by a terminating third party, CenturyLink will have no obligation to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay any third-party carrier charges for termination of any Transit Traffic. CenturyLink will not pay such charges on behalf of Carrier.

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

sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

43.4 Payment Terms and Conditions

43.4.1 Carrier will pay CenturyLink transit charges for Transit Traffic as set forth in Attachment I in accordance with Sections 1.111 and 1.112.

43.5 Billing Records and Exchange of Data

43.5.1 Each Party will use best 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 will send all available message indicators, including originating telephone number, local routing number and CIC.

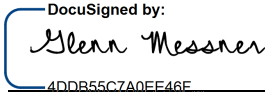
43.5.2 Upon request and to the extent available, CenturyLink will provide the terminating Party information on traffic originated by a third party Carrier or CMRS provider.

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

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

Carrier


CenturyLink

By: 
4DDB55C7A0EE46F

Name : Glenn Messner

Title: VP Finance

Date: 3/5/2013

By: 
DocuSigned By: L. T. Christensen

Name: L. T. Christensen

Title: Director – Wholesale Contracts

Date: 3/6/2013

ATTACHMENT I – PRICE LIST

Key Codes		Description	TENNESSEE	
MRC	NRC	Service Order Charges	MRC	NRC
	W0001	Manual Service Order	NA	\$16.99
	W0002	Electronic Service Order	NA	\$9.40
		Message Provisioning Charge per Record	\$0.000684	NA
		Reciprocal Compensation		
		Local Traffic Termination- Per Minute of Use	Bill and Keep	NA
		Indirect Network Connection		
		Common Transport Per Minute of Use	\$0.000133	NA
		Transit Compensation		
		Transit- Per Minute of Use	\$0.005	NA
		Third Party Originated Transit -Per Minute of Use	\$0.005	NA
		InterMTA Traffic		
		InterMTA traffic factor	15%	NA
		Percent Interstate Usage Factor ("PIU")	20%	NA
		E911		
W0024	W0025	DS0 911 Per Port (minimum of 2 DS0's required)	\$23.89	\$236.62
		MSAG Report- per report requested, applicable to the territory governed by this agreement	NA	\$250.00
		911 Transit Service- per DS0 port(min of two ports required)	\$40.00	NA
		Manual 911 ALI record upload, per record- only available upon CenturyLink approval	NA	\$25.00

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services) will be billed at the standard rates for those services.

DISASTER RECOVERY

1. PURPOSE

- 1.1. In the unlikely event of a disaster occurring that affects CenturyLink'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.
- 1.2. 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.
- 1.3. This document will cover the basic recovery procedures that would apply to every CLEC.

2. IDENTIFYING THE PROBLEM

- 2.1. 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; CenturyLink equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.
- 2.2. 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 CenturyLink 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.
- 2.3. The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

3. SITE CONTROL

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.

- 3.5. 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.
- 3.6. 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.)
- 3.7. 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. ENVIRONMENTAL CONCERNS

- 4.1. 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.
- 4.2. Items to be concerned with in a large central office building could include:
 - 4.2.1. 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.
 - 4.2.2. 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.
 - 4.2.3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
 - 4.2.4. Mercury and other regulated compounds resident in telephone equipment.
 - 4.2.5. Other compounds produced by the fire or heat.
- 4.3. 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.
- 4.4. 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.
- 4.5. In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.
- 4.6. In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

5. 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.

- 5.2.1. 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.
- 5.2.2. The assessment team's areas of responsibilities will be determined and assigned by the Service Center Manager.
- 5.2.3. 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.
- 5.2.4. After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.
- 5.2.5. It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind CenturyLink's safety practices and abides by them while securing center assessment information.

6. **EMERGENCY RESTORATION**

- 6.1. 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.
- 6.2. Local Service Center Assessment Team
 - ♦ Service Center Manager
 - ♦ Manager-Buildings/Grounds
 - ♦ Security Manager
 - ♦ Information Services Manager
 - ♦ Manager Safety /Risk/Loss
 - ♦ Public Relations Manager
- 6.3. 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. EMERGENCY RESTORATION PRIORITY

7.1. 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:

- ♦ Assignment
- ♦ Remote Entry
- ♦ CLEC

8. 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.

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. **EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER**

9.1. The Disaster Recovery Management Team is comprised 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.

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

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

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

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

9.3. The Disaster Recovery Management Team consists of:

9.3.1. NOC 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:

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

9.3.2. Manager of Special Services

9.3.3. Manager of Technical Assistance

9.3.4. Manager of Surveillance

9.3.5. Manager of Scheduling & Administration

9.4. 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.

10. RECOVERY PROCEDURES

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

10.2. CLEC OUTAGE

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

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

10.3. CENTURYLINK OUTAGE

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

A disaster involving any of CenturyLink'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). 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 CenturyLink'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.

10.3.1. Loss of a Central Office. When CenturyLink loses a Central Office, the NOC will:

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

10.3.2. 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.

10.3.3. Loss of a Central Office with Tandem Functions. When CenturyLink loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will:

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

10.3.4. Loss of a Facility Hub. In the event that CenturyLink loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

- ✦ Placing specialists and emergency equipment on notice;
- ✦ Inventorying the damage to determine what equipment and/or functions are lost;
- ✦ Moving containerized emergency equipment to the stricken area, if necessary;
- ✦ Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and CenturyLink in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- ✦ Restoring service to CLECs and other customers. If necessary, CenturyLink 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.

10.4. COMBINED OUTAGE (CLEC AND CENTURYLINK EQUIPMENT)

In some instances, a disaster may impact CenturyLink'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 CenturyLink and the CLECs will be utilizing temporary equipment, close coordination will be required.

10.5. 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. This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections. Alternate space will accommodate:

- ✦ Work stations
- ✦ Computers
- ✦ Telephones
- ✦ LAN Connections

11. T1 IDENTIFICATION PROCEDURES

- 11.1. During the restoration of service after a disaster, CenturyLink may be forced to aggregate traffic for delivery to a CLEC. During this process T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, CenturyLink may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

12. ACRONYMS

CO	Central Office (CenturyLink)
DS3	Facility that carries 28 T1s (672 circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
SWC	Serving Wire Center (CenturyLink switch)
T1	Facility that carries 24 circuits