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Brent Beal
Government Affairs Director

July 18, 2022

VIA ELECTRONIC and FIRST CLASS MAIL

Chairman, Tennessee Public Utility Commission
c/o Tory Lawless, Dockets and Records Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

RECEIVED
JUL 28 2022
TN PUBLIC UTILITY COMMISSION
DOCKET OFFICE

Re: Petition for Approval of the Collocation Amendment to the Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville; CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne; CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale and Level 3 Communications, LLC
Docket No. **22-00075**

Dear Ms. Lawless:

Enclosed is a Collocation Amendment to the Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville; CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne; CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively "CenturyLink") and Level 3 Communications, LLC ("Level 3").

CenturyLink is filing this Petition electronically and the required \$100 filing fee is being mailed to the Commission together with copies of the Amendment to be attached to the filing. CenturyLink is not aware of any provision in the Amendment that may be inconsistent with any previous Commission decisions in proceedings to which CenturyLink was a party.

Please contact me if you have any questions.

Sincerely yours,

/s/ Brent Beal

Brent Beal

BB/mh

cc: Scott Seab (via electronic mail: scott.seab@lumen.com)

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

In re:

Petition for Approval of the Collocation Amendment
to the Traffic Exchange Agreement between
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville;
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne;
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink
Ooltewah-Collegedale and
Level 3 Communications, LLC

Docket No. **22-00075**

**PETITION FOR APPROVAL OF THE COLLOCATION AMENDMENT TO THE
TRAFFIC EXCHANGE AGREEMENT BETWEEN CENTURYTEL OF ADAMSVILLE,
INC. D/B/A CENTURYLINK ADAMSVILLE; CENTURYTEL OF CLAIBORNE, INC.
D/B/A CENTURYLINK CLAIBORNE; CENTURYTEL OF OOLTEWAH-
COLLEGEDALE, INC. D/B/A CENTURYLINK OOLTEWAH-COLLEGEDALE AND
LEVEL 3 COMMUNICATIONS, LLC**

1. CenturyTel of Adamsville, Inc. ; d/b/a CenturyLink Adamsville; CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne; CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively “CenturyLink”) and Level 3 Communications, LLC (“Level 3”) respectfully petitions the Tennessee Public Utility Commission (“Commission”) for approval of the Collocation Amendment to the Traffic Exchange Agreement (“Amendment”) between CenturyLink and Level 3, under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”). In support of this Petition, CenturyLink states the following:
2. CenturyLink and Level 3 have successfully negotiated the attached Amendment. The Amendment is appended to this petition at Attachment A. Attachment A is incorporated herein by reference.
3. CenturyLink submits this Amendment to the Commission 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 Commission receive jurisdiction delegated to it and by the Act.

4. Per Section 252(e) of the Act, a state commission may either approve or reject an amendment to an interconnection agreement negotiated between the parties within 90 days of submission for approval. The Act further provides that the state commission may either approve or reject an Amendment if it finds the Amendment, or any portion of the, discriminates against a telecommunications carrier that is not a party to the Amendment, or that the implementation of the Amendment or any portion of the Amendment is inconsistent with the public interest. CenturyLink affirms this Amendment meets the standards for approval by the Commission.

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

WHEREFORE, CenturyLink respectfully requests that the Tennessee Public Utility Commission approve this Amendment negotiated by the parties.

Respectfully submitted the 18th day of July, 2022.

/s/ Brent Beal
Brent Beal, Esquire
CenturyLink
Telephone: (256) 468-1161
Email: Brent.Beal@Lumen.com

**Collocation Amendment
to the Traffic Exchange Agreement between
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale
and
Level 3 Communications, LLC
for the State of Tennessee**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville, CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne, CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale ("CenturyLink"), and Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Traffic Exchange Agreement ("Agreement") for service in the state of Tennessee which was executed by the Parties on June 12, 2015; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation as set forth in Attachment 1 and Table 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. Order processing may not begin until all additional or updated information required has been provided by the CLEC and CenturyLink systems have been made ready to accept orders and issue bills.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any

prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Level 3 Communications. LLC

**CenturyTel of Adamsville, Inc.
d/b/a CenturyLink Adamsville**

**CenturyTel of Claiborne, Inc.
d/b/a CenturyLink Claiborne**

**CenturyTel of Ooltewah-Collegedale, Inc.
d/b/a CenturyLink Ooltewah-Collegedale**

Gary R Black Jr
Gary R Black Jr (Apr 14, 2022 12:55 MDT)

Signature

Gary Black
Name Printed/Typed

VP Carrier Relations
Title

Apr 14, 2022

Date

Kimberly J. Povirk
Kimberly J. Povirk (Apr 14, 2022 15:30 CDT)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Apr 14, 2022

Date

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

The following language is added to the existing language, in the Agreement, in its entirety:

ARTICLE VIII. COLLOCATION

88. SCOPE OF COLLOCATION TERMS

- 88.1 CenturyLink will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to CenturyLink pursuant to the Act (including 47 U.S.C. §251(c)(2)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. §251(c)(6)).
- 88.2 Prices and fees for Collocation and other services under this Agreement are contained in Table 2.
- 88.3 This Agreement states the general terms and conditions upon which CenturyLink will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing Telecommunications Service upon submission of an approved and provisioned Application for Collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by CenturyLink or others in accordance with this Agreement.

89. TERMINATION OF COLLOCATION SPACE

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

- 89.3 Upon termination of CLEC's right to possession of a Collocation space, CLEC shall surrender possession and vacate the Collocation space within thirty (30) Days. Failure to surrender the Collocation space within thirty (30) Days shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 89.4 Should CenturyLink under any Section of this Agreement remove any of CLEC's equipment from its Collocation space, CenturyLink will deliver to CLEC any equipment removed by CenturyLink only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation space, including any other remedy provided in this Agreement.
- 89.5 CLEC shall surrender all keys, access cards and CenturyLink-provided photo Identification cards to the Collocation space and the Building to CenturyLink, and shall make known to CenturyLink the combination of all combination locks remaining on the Collocation space.
- 89.6 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives available, CenturyLink shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other CenturyLink-provided facility in order to fulfill its common carrier obligations, any order or rule of the State Commission or the FCC, or CenturyLink's Tariffs to provide Telecommunications Services to its End User customers. In such cases, CenturyLink will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 89.7 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, CenturyLink shall have the right to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from CenturyLink, in which event, CenturyLink shall pay all moving costs, and the contractual monthly fees paid by CLEC for the affected Collocation shall remain the same.

90. COLLOCATION OPTIONS

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

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

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

90.3 CLEC may allow other Telecommunications Carriers to share its caged Collocation arrangement pursuant to terms and conditions agreed to by CLEC (Host) and other Telecommunications Carriers (Guests). CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for Collocation space as set forth in this Agreement.

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

90.3.2 CenturyLink will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have Interconnection agreements with CenturyLink utilize a shared Collocation cage, CenturyLink will permit each CLEC to provision service from the shared Collocation space, regardless of which CLEC was the original collocater.

90.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation space, including payment of all charges.

90.4 CenturyLink will provide adjacent Collocation arrangements (Adjacent Arrangement) where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the adjacent structure (such as a controlled

environment vault or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other State and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 92.

- 90.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the CenturyLink Point of Interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 90.4.2 CenturyLink maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans, except that such time period may be extended if any delay is due to the actions of CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 90.4.3 CenturyLink will only permit DC power to be used for collocated equipment, and CLEC shall obtain such power for its collocated equipment from CenturyLink. CLEC agrees to convert any existing self-provided power equipment to CenturyLink-provided power within a reasonable timeframe, not to exceed six months, after the execution of this Agreement. CenturyLink will provide 110v AC power for occasional technician courtesy use, as requested, subject to it being Technically Feasible.
- 90.4.4 Subject to CLEC being on the waiting list, in the event that space in a CenturyLink Premises becomes available, CenturyLink will provide the option to CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent Collocation arrangement and charges applicable for Collocation within the CenturyLink Premises.
- 90.5 To the extent possible, CenturyLink will provide CLEC with contiguous space for any subsequent request for Physical Collocation space, but makes no assurances that contiguous space will be available.
- 90.6 CenturyLink will provide Virtual Collocation in accordance with Applicable Law.
 - 90.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of \$1 and the other benefits derived by CLEC from such Virtual Collocation arrangement, CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the Virtual Collocation arrangement, CLEC is responsible for the cost of removing the equipment from the Premises.

- 90.6.2 CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
- 90.6.3 CenturyLink will install, maintain, and repair CLEC's equipment needed for the Virtual Collocation within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's Affiliates or third parties. Rates for these services will be developed during the application process and must be accepted by CLEC prior to CenturyLink's commencement of work. The following services are not covered by this Agreement:
- a. services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
 - b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - c. repairing damage caused to CLEC's Virtually Collocated equipment by persons other than CenturyLink, or its authorized contractors; or
 - d. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.
- 90.6.4 CLEC warrants that CenturyLink shall have quiet enjoyment of the Virtually Collocated equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
- a. In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written notice to CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.
- 90.6.5 CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table 2 or as filed in a Tariff and approved by the Commission.

91. DEMARCATION POINT

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

92. APPLICATION PROCESS

- 92.1 CLEC will submit the appropriate form which is located on CenturyLink's Website when initially requesting Collocation space, or modifying the use of the Collocation space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
 - 92.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall include complete details of the Collocation and Interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. CenturyLink will not process an Application until both the Application and the applicable Application fee are received.
 - 92.1.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by CenturyLink (an Augment), CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. In addition to the Application Augment Fee, CLEC will pay all such charges billed by CenturyLink to recover the direct costs of work performed for CLEC's benefit.

- 92.1.3 Where CLEC modifies the use of the Collocation space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
- 92.2 If CLEC wishes CenturyLink to consider multiple methods for Collocation on a single Application, CLEC will include in each Application a prioritized list of its preferred methods of collocating (e.g., caged, shared, or other), as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one Collocation arrangement will be provisioned per Application. CenturyLink will not select for CLEC the type of Collocation to be ordered.
- 92.3 Within ten (10) Days after receiving CLEC's Application for Collocation, CenturyLink will inform CLEC whether the Application meets each of CenturyLink's established Collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for Collocation within ten (10) Days after being informed of them, CLEC shall retain its original position within any Collocation queue that CenturyLink maintains. If CenturyLink informs CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 92.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 92.5 CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 92.5.1 CenturyLink will notify CLEC in writing as to whether its request for Collocation space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 92.5.2 In order to increase the amount of space available for Collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for Collocation.
- 92.6 After notifying CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office (Denial of Application), CenturyLink will allow CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.

- 92.6.1 If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the matter will be handled pursuant to the Dispute Resolution provisions of this Agreement, and the Parties agree to request expedited resolution of the dispute if the dispute is ultimately submitted to the State Commission for determination as to whether or not CenturyLink meets the demonstration requirement of §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor space availability in the same Central Office more frequently than once every six (6) months.
- 92.6.2 On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly known that the Premises is out of space. CenturyLink will place CLEC on the waiting list for Collocation in a particular Premises according to the date CLEC submitted its complete Application, together with the applicable fee, and not the date of denial for lack of space.
- 92.6.3 CenturyLink will simultaneously notify the Telecommunications Carriers on the waiting list when space becomes available if there is enough space to accommodate additional Collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its Collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise CLEC as to its position on the list.
- 92.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for Collocation in particular Premises according to the date CLEC submitted its complete Application together with the applicable fee, and not the date of denial for lack of space.
- 92.7 CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate single Application and applicable Application fee. The price quote response period will be increased by one Day for every additional Application received from CLEC on that same Day.
- 92.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, CLEC does not notify CenturyLink within the time period specified that Physical Collocation should proceed.
- 92.9 CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO). If CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to

the change(s). In this event, CLEC's Application will be treated as a revision under Section 92.4.

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

92.11 All price quotes accepted by CLEC along with the associated Applications will become binding attachments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

93. SPACE RESERVATION

93.1 The Parties may reserve Physical Collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 91. Neither CenturyLink, nor any of its Affiliates, will reserve space for future use on terms more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own future use.

94. PROVISIONING INTERVALS

94.1 Unless otherwise agreed to by the Parties, CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of CenturyLink's receipt of a BFFO, unless such arrangements require special construction, in which case the additional time necessitated by such special construction will be specified as part of CenturyLink's quote. If CenturyLink or CLEC is unable to complete construction as provided herein, the Parties will agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

95. CONSTRUCTION AND COMMENCEMENT OF BILLING

95.1 CenturyLink, in its sole discretion, may permit CLEC or its designated subcontractor to perform the construction of Physical Collocation space. If CLEC self-provisions the construction of a Physical Collocation arrangement, CLEC is required to contract with a CenturyLink approved Contractor to perform all work, provided however, that any such CLEC subcontractor shall be subject to CenturyLink's security standards. CenturyLink reserves the right to reject any CLEC subcontractor upon the same criteria that CenturyLink would use on its own subcontractors. CLEC will notify CenturyLink in writing when construction of Physical Collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

95.2 CenturyLink shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CenturyLink when CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection, CenturyLink will identify any non-compliant installations or deficiencies that need to be corrected before CLEC can turn up the equipment and facilities. CLEC shall have the right to be present at such inspection, and CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection and modify its installation to achieve compliance prior to turning up its equipment and facilities. CLEC will notify CenturyLink when such corrections have been completed, and CenturyLink may repeat the inspection

process. CLEC may turn up its equipment and facilities if CenturyLink does not conduct an inspection within the five (5) Days after receipt of notice that such installation or correction is complete. If CLEC does not turn up its equipment and facilities within sixty (60) Days after the later of (i) the date that CenturyLink has notified CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then CLEC shall be deemed to have cancelled its order and the provisions of this Agreement shall apply with respect to surrender and vacation of the Collocation space and the disposition of any of CLEC's equipment. Failure of CenturyLink to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space.

- 95.3 To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated space in compliance with a mutually agreed to Collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by CenturyLink as the result of any revision to the Collocation request, which shall be subject to Section 92.4. CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the Collocation space.
- 95.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare any Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space which may be required by Applicable Law for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and State requirements, or other modifications required by local ordinances. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. CenturyLink must advise CLEC if extraordinary costs will be incurred.
- 95.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 95.6 CenturyLink will notify CLEC when construction of a Collocation space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation space. CenturyLink will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation space construction is complete, CLEC will be deemed to have accepted the Collocation space and billing will commence.

- 95.7 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

96. EQUIPMENT

- 96.1 CLEC may only locate equipment necessary for Interconnection to CenturyLink or accessing CenturyLink's Unbundled Network Elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. §251(C)(3), 47 U.S.C. §251(C)(2), and 47 C.F.R. §51.323(b-c).
- 96.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping and delivery of all equipment or materials associated with the Collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to CLEC or its CenturyLink approved contractor on CLEC's behalf. No CLEC equipment or supplies may be delivered, other than by CLEC or its CenturyLink approved contractor, to a Premises containing the Collocation space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation space.
- 96.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia now iconectiv Network Equipment and Building Specifications (NEBS), but CenturyLink will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies Collocation of CLEC's equipment, citing safety standards, CenturyLink must provide to CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for Interconnection or access to Unbundled Network Elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the Collocation space. If the Parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CLEC will not install said equipment.
- 96.4 CLEC must notify CenturyLink in writing that Collocation equipment installation is complete and is operational with CenturyLink's network. If CLEC fails to place operational Telecommunications Equipment in the collocated space and interconnect to CenturyLink to its Collocation arrangement (per 47 U.S.C. 251 §251(c)(6)) within one-hundred eighty (180) Days of CLEC's acceptance of CenturyLink's price quote, or other time period mutually agreed to by CLEC and CenturyLink, CenturyLink may terminate the applicable Collocation space upon written notice. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

- 96.5 If CLEC has provisioned services to any customers without being in compliance with the terms of this Agreement governing Collocation arrangements and the installation and operation of equipment within a Collocation arrangement, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the Collocation arrangement is brought into compliance.

97. AUGMENTS AND ADDITIONS

- 97.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of CenturyLink, CenturyLink may not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
- 97.2 In the event CLEC desires to modify or decommission the use of the Collocation space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments contained in Table 2 fee will apply.
- 97.2.1 Major Augments are those requests that include, but may not be limited to, one or more of the following:
- a. require additional AC or DC power or add or remove power cables,
 - b. add equipment that generates additional BTUs of heat,
 - c. require additional floor space,
 - d. add or remove cable terminations and/or entrance cables,
 - e. require installation of cable racking or other support structures, or
 - f. request additional cross connects for access to Unbundled Network Elements that exceed 2000 DS-0s or 168 DS-1s or 96 DS-3s. Augment requests that mix DS-0, DS-1, and/or DS-3 cross connects will be evaluated on an ICB basis.
- 97.2.2 Minor Augments are those requests that:
- a. do not meet the requirements for a major Augment,
 - b. do not involve exceeding the capacity of the existing electrical/power or HVAC system,
 - c. request additional cross connects for access to Unbundled Network Elements that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities, or
 - d. do not require power work-arounds (e.g., changing a DC power fuse or extending occasional use AC power circuits).

- 97.3 CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. Under normal circumstances, the construction interval for Augments will not exceed ninety (90) Days from CenturyLink's receipt of a BFFO. If special or major construction is required, CenturyLink will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for Augments.

98. USE OF COMMON AREAS

- 98.1 CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by CenturyLink from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation space, corridors and other access ways from the entrance to the Building, the Collocation space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation space; provided, however, that CenturyLink shall have the right to reserve parking spaces for CenturyLink's exclusive use or use by other occupants of the Building. CenturyLink does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. CenturyLink does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of CenturyLink, and CenturyLink shall have the right to change the level, location and arrangement of parking areas and other common areas, as CenturyLink may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as CenturyLink may from time to time impose, consistent with CLEC's right to access its Collocation space. Notwithstanding the above, CenturyLink may restrict access to such areas or facilities on grounds of security, and CenturyLink may require that a CenturyLink employee accompany CLEC's personnel or representatives. CenturyLink shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to CLEC's equipment and space.
- 98.2 CenturyLink, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by CenturyLink, for the non-exclusive use of CLEC, CenturyLink and any other Building occupant. CLEC shall not waste or permit the waste of water.
- 98.3 CenturyLink shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation space, CenturyLink shall provide no security specific to CLEC's Collocation space. CenturyLink shall not be liable to CLEC or any other party for loss of or damage to the Collocation space or CLEC equipment unless CenturyLink has failed to provide Building and Premises security in accordance with its normal business practices.
- 98.4 CenturyLink shall furnish, to the same extent it provides to itself and Affiliates, passenger elevator service as necessary to reach the Collocation space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by CenturyLink.

99. CO-CARRIER CROSS CONNECTION

99.1 CCXCs are only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same CenturyLink Premises, provided that the collocated equipment is also used for Interconnection with CenturyLink and/or for access to CenturyLink's Unbundled Network Elements or where otherwise contemplated by specific reference in this Agreement. CenturyLink shall provide such CCXCs from CLEC's Collocation arrangement to the Collocation arrangement of another Telecommunications Carrier in the same CenturyLink Premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.

99.1.1 CenturyLink will provide such CCXCs for non-adjacent Collocation arrangements at the expense of CLEC per CLEC's request. CenturyLink will provide connections between CLEC's own non-adjacent Virtual and/or Physical Collocation arrangements within the same Central Office at the expense of CLEC and provisioned per CLEC's order.

99.2 The term Adjacent in this Section refers to Collocation arrangements in the same Premises that share a common lateral border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. §51.323(k)(3).

100. RATES

100.1 The rates for Collocation are listed on Table 2.

100.2 If CLEC is the first collocater in the CenturyLink Premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for Collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, Remote Switch module related options and POT bay-related options.

100.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB. If CenturyLink is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, CenturyLink will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should CenturyLink benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should CenturyLink be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), CenturyLink shall absorb all of the costs related to such an upgrade.

100.4 Facility Modifications

100.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

- 100.4.2 If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 100.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 100.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 100.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

101. CENTURYLINK SERVICES AND OBLIGATIONS

- 101.1 CenturyLink shall furnish air conditioning and/or other environmental controls for the area in which the Collocation space is located in a manner consistent with those provided elsewhere in the Building. CenturyLink shall furnish air conditioning and/or other environmental controls for the Collocation space based on information provided by CLEC to CenturyLink in its Application which CLEC hereby represents to CenturyLink is sufficient to allow CLEC equipment to function without risk of harm or damage to the Collocation space, the Building or any equipment or facilities of CenturyLink or any other occupant of the Building. These environmental conditions shall adhere to Telcordia now iconectiv Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.
 - 101.1.1 If CLEC locates equipment or facilities in the Collocation space which CenturyLink determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by CenturyLink in the Building, CenturyLink reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to CenturyLink. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for Collocation.
 - 101.1.2 CLEC's refusal to be responsible for the cost of any necessary air conditioning or other environmental controls shall constitute acceptable grounds for denial of Collocation for technical reasons.

- 101.2 CenturyLink shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, Interconnection, or provision of service; except that CenturyLink is not obligated to Augment available DC capacity solely to meet CLEC's needs unless CLEC offers to pay for such Augmentation and such Augmentation can be effected within applicable engineering, building and electrical code requirements.
- 101.2.1 CenturyLink does not warrant or ensure the reliability or quality of the electric service which is provided to its Buildings or any Collocation Space within such Buildings. CenturyLink reserves the right to make changes to the primary and backup electric service within Buildings where CLEC has Collocation Space, subject to the following: (a) the primary electric service shall continue to be capable of serving the same load that existed at the Building prior to any change, taking into account existing equipment and operations of both CenturyLink and CLEC within the Building, and (b) written notice describing the nature of the change shall be given to CLEC sufficiently in advance should CenturyLink believe such change will impact power delivered to CLEC to reasonably enable CLEC to adjust, replace, reconfigure or augment the service to its Collocation Space or the equipment within such Collocation Space, at its own cost, to coordinate with the electric service which will be available in the Building.
- 101.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of CLEC's equipment shall not exceed the requested capacity.
- 101.2.3 Central Office power supplied by CenturyLink into CLEC's equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the Parties.
- 101.2.4 CenturyLink power equipment supporting CLEC's equipment shall:
- a. Comply with applicable industry standards (e.g., Telcordia now iconectiv, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar CenturyLink equipment;
 - b. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at Parity with that provided for similar CenturyLink equipment;
 - c. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

- d. Provide Central Office ground, connected to a ground electrode located within the Collocated space, at a level above the top of CLEC equipment plus or minus two (2) feet to the left or right of CLEC's final request; and
 - e. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's Collocation request.
- 101.2.5 CenturyLink shall provide cabling that adheres to Telcordia now iconectiv Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.
- 101.2.6 CenturyLink shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 101.2.7 CenturyLink will provide CLEC with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in CenturyLink facility. CenturyLink shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 101.2.8 If CenturyLink, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by CLEC in the Collocation space, and thereby poses a potential liability or additional cost to CenturyLink's own operations, CenturyLink may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse CenturyLink for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation space. CLEC shall also pay for additional electricity provided via these circuits.
 - a. CLEC's refusal to be responsible for the cost of any necessary electrical circuits shall constitute acceptable grounds for denial of Collocation for technical reasons.
- 101.3 CenturyLink shall provide fire protection systems in CenturyLink Buildings and on CenturyLink Premises as required by Federal and State regulatory rules and in full compliance with local ordinances. CenturyLink shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.
 - 101.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation space by CenturyLink as required by applicable fire codes.
 - 101.3.2 CenturyLink and CenturyLink's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide CenturyLink and CenturyLink's insurance carriers access to the Collocation space for purposes of such inspections, via pass key or otherwise. CenturyLink agrees to provide CLEC with notice of its intent to access CLEC's Collocation space where, in CenturyLink's

sole discretion, such notice is practicable; provided, however, that no failure of CenturyLink to give such notice will affect CenturyLink's right of access or impose any liability on CenturyLink. CenturyLink will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse CenturyLink for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, CLEC shall, if at fault, and at CenturyLink's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

101.3.3 CLEC is aware the Collocation space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, CenturyLink is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of CenturyLink, its officers, agents or employees.

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

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

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

- 101.4.3 The cost of all repairs and maintenance performed by or on behalf of CenturyLink to the Collocation space which are, in CenturyLink's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to CenturyLink within ten (10) Days after being billed for the repairs and maintenance by CenturyLink.
- 101.5 CenturyLink shall provide CLEC with notice via email three (3) Business Days prior to those instances where CenturyLink or its subcontractors perform work which is known to be a Service Affecting activity. CenturyLink will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after CenturyLink learns that such outage has occurred.
- 101.6 CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of a Force Majeure Event or as a result of an accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts not to interfere with CLEC's use of Collocation space. CenturyLink does not warrant that any service will be free from interruptions caused by Force Majeure Events.
- 101.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation space or any part thereof, or render CenturyLink liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement.
- 101.7 CenturyLink shall have access to CLEC's Physical Collocation space at all times, via pass key or otherwise, to allow CenturyLink to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or CenturyLink, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of CLEC's Collocation space has been established, and if conditions permit, CenturyLink will provide CLEC with notice (except in emergencies) of its intent to access the Collocation space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
- 101.7.1 CenturyLink may enter the Collocation space for the purposes of examining or inspecting same and of making such repairs or alterations as CenturyLink deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation space, and any other loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the willful misconduct of CenturyLink.

- 101.7.2 CenturyLink may use any means CenturyLink may deem proper to open Collocation space doors or enclosures in an emergency. Entry into the Collocation space obtained by CenturyLink by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation space or any portion thereof.

102. CLEC'S OBLIGATIONS

- 102.1 CLEC shall regularly inspect the Collocation space to ensure that the Collocation space is in good condition. CLEC shall promptly notify CenturyLink of any damage to the Collocation space or of the need to perform any repair or maintenance of the Collocation space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation space). CLEC shall provide regular janitorial service to its Collocation space and keep the Collocation space clean and trash free.
- 102.2 CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the Building, including, without limitation:
- 102.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by CenturyLink for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation space.
- 102.2.2 CLEC will supply to CenturyLink the completed access form for employees or approved vendors who require access to the Premises. CenturyLink may reasonably deny access to any person into the Building. CenturyLink's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with CenturyLink. CenturyLink may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise Building security. The rate for the issuance of security cards is listed on Table 2.
- 102.2.3 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation space. All cards, codes, or keys must be returned upon termination of the applicable Collocation space. CLEC will reimburse CenturyLink actual costs due to unreturned or replacement cards, codes, or keys.
- 102.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to CenturyLink and other parties authorized to access the Premise.
- 102.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.
- 102.2.6 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

- 102.2.7 Removal of all furniture, equipment or similar articles will be based on local CenturyLink security practices. These security practices will not be more stringent for CLEC than CenturyLink requires for its own employees or CenturyLink's contractors.
- 102.2.8 Before leaving the Collocation space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation space. Any injury to persons or damage to the property of CenturyLink or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify CenturyLink from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
- 102.2.9 CLEC agrees that CenturyLink may provide a security escort for Physical Collocation, at no cost or undue delay to CLEC, to CLEC personnel while on CenturyLink Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation space, if so requested.
- 102.2.10 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by CenturyLink. CLEC shall promptly update this information as changes occur.
- 102.3 CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CenturyLink equipment located in CLEC facility. CLEC shall provide CenturyLink immediate notification by telephone of any emergency power activity that would impact CenturyLink equipment.
- 102.4 CLEC shall not provision and/or install Uninterruptible Power Supply (UPS) systems within the CenturyLink Premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 102.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation space.
- 102.6 CLEC shall provide CenturyLink with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known Service Affecting activity. CLEC will inform CenturyLink by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that CenturyLink can take any action required to monitor or protect its service.

- 102.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation space. If requested by CLEC and at CLEC's expense, CenturyLink will provide basic telephone service with a connection jack in the Collocation space.
- 102.8 CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation space.
- 102.8.1 If any governmental bureau, department or organization or CenturyLink's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation space of CLECs in general are located, such changes, modifications, or additions shall be made by CenturyLink and CLEC shall reimburse CenturyLink for the cost thereof in the same proportion as the size of CLEC's Collocation space as compared to the total available Collocation space in the affected portion of the Building.
- 102.9 CLEC shall identify and shall provide advance notification to CenturyLink in writing of any Hazardous Materials CLEC wants to bring onto the Premises, and will provide CenturyLink copies of any inventories or other data provided to State Emergency Response Commissions (SERCs), Local Emergency Planning Committees (LEPCs), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. §11001, et seq.). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, State or local laws, ordinances, rules and regulations. CLEC will promptly notify CenturyLink of any releases of Hazardous Materials and will copy CenturyLink on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 102.9.1 CLEC shall provide CenturyLink copies of all Material Safety Data Sheets (MSDSs) for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. §1910.1200 and applicable State regulations if such regulations are more stringent.
- 102.9.2 If CenturyLink discovers that CLEC has brought onto CenturyLink's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, CenturyLink may, at CenturyLink's option and without penalty, terminate the applicable Collocation space, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to CenturyLink, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation space at the termination of the applicable Collocation space or this Agreement. If CenturyLink elects to terminate the applicable Collocation space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms

of this Agreement, CLEC shall have no recourse against CenturyLink and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to CenturyLink for Defaults under this Agreement.

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

102.9.4 For purposes of this Section, Hazardous Materials shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.) or any other federal, State or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

102.10 CLEC shall not do or permit anything to be done upon the Collocation space, or bring or keep anything thereon which is in violation of any federal, State or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of CenturyLink, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

102.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. CenturyLink shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide CenturyLink with equipment profile information prior to installation authorization.

102.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation space, without the prior written consent of CenturyLink.

- 102.10.3 CLEC shall not use the name of the Building or CenturyLink for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of CenturyLink.
- 102.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation space as specified in this Agreement without the prior written consent of CenturyLink.
- 102.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which CenturyLink determines is unsightly from outside the Collocation space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 102.10.6 CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus in the Collocation space. CenturyLink may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 102.10.7 CLEC shall not use the Collocation space for meeting, housing, lodging or sleeping purposes.
- 102.10.8 CLEC shall not eat, drink, or smoke in the Collocation space.
- 102.10.9 CLEC shall not bring any animals to the Collocation space except those used by the visually impaired. In the case of such a need, advance notice is required.
- 102.10.10 CLEC, its employees, agents, contractors, and business invitees shall:
- a. comply with all rules and regulations which CenturyLink may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation space and its tenants and occupants, and
 - b. comply, at its own expense, with all ordinances which are applicable to the Collocation space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation space during the Term of this Agreement or any extension hereof.

- 102.11 CLEC shall not make installations, alterations or additions in or to the Collocation space without submitting plans and specifications to CenturyLink and securing the prior written consent of CenturyLink in each instance. CenturyLink's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.
- 102.11.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with CenturyLink's transaction of business. CLEC shall permit CenturyLink to inspect all construction operations within the Collocation space.
- a. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation space or the Building, outside or inside, without the prior written consent of CenturyLink.
- 102.11.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation space by and at the expense of CLEC or others shall become the property of CenturyLink, and shall remain upon and be surrendered with the Collocation space. Upon termination of this Agreement, however, CenturyLink shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
- 102.11.3 All fixtures and other equipment to be used by CLEC in, about or upon the Collocation space shall be subject to the prior written approval of CenturyLink, which shall not be unreasonably withheld.
- 102.12 Fireproofing Policy. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. CenturyLink shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with CenturyLink's fireproofing policy, any penetrations by CLEC, whether in the Collocation space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with CenturyLink-approved fire barrier sealants, or by CenturyLink at CLEC's cost.
- 102.13 Equipment Grounding. CLEC equipment shall be connected to CenturyLink's grounding system.
- 102.14 Representations and Warranties. CLEC hereby represents and warrants that the information provided to CenturyLink in any Application or other documentation relative to CLEC's request for Telecommunications facility Interconnection and Central Office Building Collocation as contemplated in this Agreement is and shall be

true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a Telecommunications Carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

103. BUILDING RIGHTS

- 103.1 CenturyLink may, without notice to CLEC:
- 103.1.1 Change the name or street address of the Premises;
 - 103.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 103.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation space;
 - 103.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation space, excluding CLEC's safes;
 - 103.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 103.1.6 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation space only at such times and in such a manner as CenturyLink shall direct and in all events at CLEC's sole risk and responsibility;
 - 103.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. CenturyLink shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;
 - 103.1.8 Do or permit to be done any work in or about the Collocation space or the Premises or any adjacent or nearby building, land, street or alley;
 - 103.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless CenturyLink exercises its right to terminate this Agreement with respect to all or a portion of the Collocation space;
 - 103.1.10 Close the Building at such reasonable times as CenturyLink may determine, under such reasonable regulations as shall be prescribed from time to time by CenturyLink subject to CLEC's right to access.

- 103.2 If the owner of the Building or CenturyLink sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, CenturyLink's performance under this Agreement shall be excused to the extent of the inconsistency. CenturyLink hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate CenturyLink to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 103.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

104. INDEMNIFICATION

- 104.1 CLEC shall indemnify, defend, save and hold CenturyLink harmless from any and all claims arising from:
- 104.1.1 CLEC's use of the Collocation space;
 - 104.1.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation space or elsewhere;
 - 104.1.3 any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation space. CLEC shall give CenturyLink written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation space in order to afford CenturyLink the opportunity of filing appropriate notices of non-responsibility. However, failure by CenturyLink to give notice does not reduce CLEC's liability under this Section;
 - 104.1.4 If any claim or lien is filed against the Collocation space, or any action or proceeding is instituted affecting the title to the Collocation space, CLEC shall give CenturyLink written notice thereof as soon as CLEC obtains such knowledge;
 - 104.1.5 CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent CenturyLink, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty (30) Day period;
 - 104.1.6 If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

105. PARTIAL DESTRUCTION

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

106. EMINENT DOMAIN

- 106.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, CenturyLink shall have the right to terminate CLEC's rights to the applicable Collocation space upon not less than thirty (30) Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by CenturyLink to CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings

107. BANKRUPTCY

- 107.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, CenturyLink may, if CenturyLink so elects but not otherwise,

and with or without notice of such election or other action by CenturyLink, forthwith terminate this Agreement.

108. ASBESTOS

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

109. MISCELLANEOUS

- 109.1 CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify CenturyLink from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 109.2 Submission of this instrument for examination or signature by CenturyLink does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both CenturyLink and CLEC.
- 109.3 Neither CenturyLink nor its agents have made any representation or warranties with respect to the Collocation space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 109.4 In the event of work stoppages, CenturyLink may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by CenturyLink to deal with work stoppages.

Table 2 - Collocation

KEY CODES		CenturyTel - Tennessee	#REF!	
MRC	NRC	Physical and Virtual Collocation Elements		
		Administrative, Engineering and Project Management Fees	MRC	NRC
		New Collocation - Application Fee		\$2,634.90
		New Collocation - Admin., Transm. Engr. & Project Management Fee		\$5,794.20
		Minor Augment Fee		\$729.44
		Minor Augment - Administrative & Project Management Fee		\$784.37
		Minor Augment - Transmission Engineering Fee		\$520.74
		Major Augment Fee		\$1,544.39
		Major Augment - Administrative & Project Management Fee		\$2,042.11
		Major Augment - Transmission Engineering Fee		\$1,529.66
		Space Report (per wire center)		\$917.10
		Security Cage Construction	MRC	NRC
		Security Cage - Engineering		\$454.52
		Security Cage - Construction (Cost per Linear Foot)		\$48.69
		Floor Space	MRC	NRC
		Floor Space (Per Square Foot)	\$6.52	
		DC Power	MRC	NRC
		Power Costs - Per Load Ampere Ordered	\$19.57	
		Power Costs - Connection to Power Plant up to 30 Amps	\$16.11	\$1,434.75
		Power Costs - Connection to Power Plant 31-60 Amps	\$25.61	\$2,402.53
		Power Costs - Connection to Power Plant 61-100 Amps	\$82.70	\$8,740.41
		Add Per Foot Over 110 Linear Feet	\$1.52	\$169.12
		Power Costs - Connection to Power Plant 101-200 Amps	\$179.34	\$19,277.96
		Add Per Foot Over 110 Linear Feet	\$2.86	\$319.58
		AC Power	MRC	NRC
		Cost per AC Outlet Installation (per outlet 20 amps) (non-load use)		\$1,097.55
		Cost per Set of Overhead Lights		\$1,611.63
		Cross Connect Facilities	MRC	NRC
		DS0 Switchboard Cable Per 100-Pr	\$26.06	
		DS0 Co-Carrier Switchboard Cable Per 100 Pr.	\$6.22	\$590.04
		DS1 Cross Connect (Per 28 pack of DS1s)	\$38.06	
		DS1 Co-Carrier Cross Connect (Per 28 pack of DS1s)	\$7.15	\$555.65
		DS3 Cross Connect (Per 12 pack of DS3s)	\$194.04	
		DS3 Co-Carrier Cross Connect (Per 12 pack of DS3s)	\$15.03	\$1,794.93
		Optical Cross-Connect Per 4 Fibers	\$14.48	
		Optical Cross-Connect Co-Carrier Per 4 Fibers	\$8.73	\$227.53
		Internal Cable Space - Per 48 Fiber Cable	\$28.51	
		Internal Cable Space - Per 100 Pr Copper Stub Cable	\$18.72	
		Internal Cable - 48 Fiber	\$34.69	\$1,093.70
		Internal Cable - Per 100-Pr Copper Stub Cable	\$43.04	\$185.33
		Security Card	MRC	NRC
		Security Card - Per Card		\$15.00
		Additional Labor Charges (Virtual or Physical)	MRC	NRC
		Additional Labor 1/4 hour CO Technician - Regular		\$14.29
		Additional Labor 1/4 hour CO Technician - Overtime		\$21.44
		Additional Labor 1/4 hour CO Technician - Premium		\$28.58
		Additional Labor 1/4 hour CO Engineer		\$14.31
		Additional Labor 1/4 hour OSP Technician - Regular		\$14.29
		Additional Labor 1/4 hour OSP Technician - Overtime		\$21.44
		Additional Labor 1/4 hour OSP Technician - Premium		\$28.58
		Additional Labor 1/4 hour OSP Engineer		\$12.49
		Adjacent On-Site Collocation	MRC	NRC
		All Elements		ICB

Table 2 - Collocation

KEY CODES		CenturyTel - Tennessee		#REF!
MRC	NRC	Physical and Virtual Collocation Elements		
		Remote Terminal Collocation	MRC	NRC
		All Elements		ICB