

February 18, 2011

VIA PSC ELECTRONIC REGULATORY FILING

Re: Interconnection, Collocation and Resale Agreement for Time Warner Cable Information Services (“TWCIS”) and CenturyTel Central of Wisconsin, LLC d/b/a CenturyLink, CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink and Telephone USA of Wisconsin, LLC (all separate legal entities collectively referred to as “CenturyLink”) for the state of WI

Dear Ms. Paske:

Attached please find the above mentioned voluntarily negotiated Interconnection, Collocation and Resale Agreement (“ICRA”) for the purpose of filing with the WI Public Service Commission. Since there are multiple legal entities for CenturyLink included in this agreement, please refer to CenturyLink’s holding company number consistent with WI PSC’s records, #1055.

Pursuant to 47 USC §252(e), I am authorized by TWCIS to submit the enclosed ICRA for Commission approval.

I hereby certify one (1) fully executed original ICRA of this filing was served on TWCIS at the following address:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023

Feel free to contact me at (913) 345-6266 if you have any questions/concerns with regard to this filing.

Thank you in advance for your assistance with regard to this matter.

Sincerely,

Lynda A. Cleveland

Enclosure: 1

Cc: Ken Barth, WI PSC

INTERCONNECTION AGREEMENT

Effective Date: January 31, 2011

End Date: January 31, 2013

By and between

**CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink
CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink
Telephone USA of Wisconsin, LLC d/b/a CenturyLink**

AND

TIME WARNER CABLE INFORMATION SERVICES (WI), LLC

**FOR THE STATE OF
WISCONSIN**

TABLE OF CONTENTS

PREFACE & RECITALS 1

 1. **PURPOSE OF THE AGREEMENT** 2

 2. **INTENT OF THE AGREEMENT** 2

 3. **SCOPE OF THE AGREEMENT** 2

ARTICLE II: DEFINITIONS 4

 1. **GENERAL RULES** 4

ARTICLE III: GENERAL TERMS & CONDITIONS 26

I. GENERAL TERMS AND CONDITIONS REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW 26

 1. **APPLICATION OF THESE GENERAL TERMS & CONDITIONS** 26

 2. **EFFECTIVE DATE, TERM & TERMINATION** 26

 3. **APPLICABLE LAW** 29

II. OTHER GENERAL TERMS & CONDITIONS 30

 4. **AMENDMENTS** 30

 5. **ASSIGNMENT** 31

 6. **ASSURANCE OF PAYMENT** 31

 7. **AUDITS** 33

 8. **AUTHORIZATION AND AUTHORITY** 37

 9. **BILLING & PAYMENTS/DISPUTED AMOUNTS** 37

 10. **[INTENTIONALLY OMITTED]** 41

 11. **CAPACITY PLANNING AND FORECASTS** 41

 12. **CHANGES IN LAW** 43

 13. **CLEC PROFILE** 44

 14. **CONFIDENTIAL INFORMATION** 44

 15. **CONSENT** 46

 16. **CONTACTS BETWEEN THE PARTIES** 46

 17. **CONTACTS WITH CUSTOMERS** 46

 18. **COUNTERPARTS** 46

 19. **DISCONTINUANCE OF SERVICE** 46

 20. **DISPUTE RESOLUTION** 47

 21. **ENTIRE AGREEMENT** 47

 22. **EXPENSES** 48

 23. **FORCE MAJEURE** 48

 24. **FRAUD** 48

 25. **GOOD FAITH PERFORMANCE** 49

 26. **HEADINGS** 49

 27. **INTELLECTUAL PROPERTY** 49

 28. **LAW ENFORCEMENT** 49

 29. **LETTER OF AUTHORIZATION (LOA)** 50

 30. **LIABILITY AND INDEMNIFICATION** 51

 31. **NETWORK MANAGEMENT** 56

 32. **NON-EXCLUSIVE REMEDIES** 57

 33. **NOTICE OF NETWORK CHANGES** 57

 34. **NOTICES** 58

 35. **ORDERING AND MAINTENANCE** 59

36.	POINTS OF CONTACT FOR CHARTER CUSTOMERS.....	60
37.	PUBLICITY AND USE OF TRADEMARKS.....	60
38.	REFERENCES.....	61
39.	RELATIONSHIP OF THE PARTIES	61
40.	RESERVATION OF RIGHTS.....	62
41.	STANDARD PRACTICES	63
42.	SUBCONTRACTORS.....	63
43.	SUCCESSORS AND ASSIGNS – BINDING EFFECT.....	63
44.	SURVIVAL.....	63
45.	TAXES	64
46.	TBD PRICES.....	65
47.	TECHNOLOGY UPGRADES.....	65
48.	TERRITORY	66
49.	THIRD-PARTY BENEFICIARIES	66
50.	UNAUTHORIZED CHANGES.....	66
51.	USE OF SERVICE.....	67
52.	WAIVER	67
ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC		68
1.	SERVICES COVERED BY THIS ARTICLE.....	68
2.	NETWORK INTERCONNECTION METHODS.....	68
3.	INTERCONNECTION TRUNKING REQUIREMENTS.....	76
4.	MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING.....	87
5.	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	94
Article V:	911 Services.....	95
ARTICLE VI: MAINTENANCE		107
1.	GENERAL MAINTENANCE & REPAIR REQUIREMENTS	107
2.	MAINTENANCE & REPAIR PROCEDURES	107
3.	ESCALATION PROCEDURES.....	108
4.	EMERGENCY RESTORATION.....	108
5.	MISDIRECTED REPAIR CALLS	109
6.	PREMISES VISIT PROCEDURES.....	109
7.	TESTING.....	109
8.	PRICING	110
ARTICLE VII ADDITIONAL SERVICES		111
1.	NUMBER PORTABILITY	111
2.	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY	115
3.	ACCESS TO NETWORK INTERFACE DEVICE (NIDS)	115
1.	INTENTION OF THE PARTIES	118
2.	DEFINITIONS	118
3.	SERVICE PARITY AND STANDARDS	119
4.	FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES	119
5.	NOTICES	120
6.	CENTURYTEL OSS SERVICES.....	120
7.	ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES	120
8.	CENTURYTEL OSS INFORMATION	122
9.	CHARTER USAGE INFORMATION.....	125
10.	CHARTER BILLING INFORMATION	125
11.	LIABILITIES AND REMEDIES	125
12.	RELATION TO APPLICABLE LAW	126
13.	COOPERATION	126
15.	CENTURYTEL PRE-OSS SERVICES	127
16.	CANCELLATIONS.....	127

ARTICLE VIII: OPERATIONAL SUPPORT SERVICES	118
ARTICLE IX: PRICING	129
I. INTERCONNECTION PRICING	129
II. DIRECTORY SERVICES RATES AND CHARGES	130
III. OTHER PRICING	131
ARTICLE X: DIRECTORY SERVICES	134
1. SCOPE	134
2. DIRECTORY SERVICES PROVIDED	134
3. [INTENTIONALLY OMITTED]	138
4. DIRECTORY ADVERTISING	138
5. COOPERATION	138
6. SALES AND PUBLISHING PROCEDURES	138
7. LIMITATION OF LIABILITY; INDEMNITY	138
8. DIRECTORY ASSISTANCE OBLIGATIONS	140
SIGNATURE PAGE	141
ATTACHMENT 1: DISPUTED AMOUNTS	

AGREEMENT

PREFACE & RECITALS

This Interconnection Agreement (the “Agreement”), dated this 31st day of January, 2011, is entered into by and between CenturyTel of Central Wisconsin, LCC d/b/a CenturyLink, CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC, each an Incumbent Local Exchange Carrier in the state of WISCONSIN, as individual, separate legal entity signatories, (each CenturyLink Operating Company identified hereafter as ”CenturyLink” and obligated as a non-collective, individual Party), and Time Warner Cable Information Services (WI), LLC in its capacity as a certified provider of local wireline Telecommunications Service in the State of WI, (“TWCIS (WI)”). CenturyLink and TWCIS (WI) are herein referred to collectively as the “Parties” and each individually as a “Party.” This Agreement establishes the rates, terms and conditions for local Interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as “service” or collectively as the “services). This Agreement covers services in the State of Wisconsin only (the “State).

WHEREAS, interconnection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC’s network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the “Act”) imposes specific obligations on LECs with respect to the interconnection of their networks and access to their poles, ducts, conduits and rights-of-way;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and TWCIS (WI) hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1. PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of Interconnection and the exchange of Local Traffic between End User Customers, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the “Commission”) for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink’s rates and cost recovery that may be covered in this Agreement.

2. INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time (the “Act”), impose specific obligations on the Parties to interconnect with each other’s networks and provide access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyLink’s provision of services and/or facilities to TWCIS (WI), such terms are intended to apply only to the extent required by Applicable Law.

CenturyLink represents and warrants that it is a “rural telephone company” as that term is defined in the Act, 47 U.S.C. § 153. Pursuant to Section 251(f)(1) of the Act, CenturyLink is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyLink has entered into and accepted this Agreement for purposes of exchanging Local Traffic, as defined herein, with TWCIS (WI). CenturyLink’s execution of the Agreement does not in any way constitute a waiver or limitation of CenturyLink’s rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, CenturyLink expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by TWCIS(WI) or any other carrier.

3. SCOPE OF THE AGREEMENT

3.1. Agreement. The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions

Article III:	General Terms & Conditions
Article IV:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article V:	911 Services
Article VI:	Maintenance
Article VII:	Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; and NIDs)
Article VIII:	Access to Operations Support Systems (OSS)
Article IX:	Pricing
Article X:	Directory Services
	Signature Page

The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyLink to TWCIS (WI).

- 3.2 Tariffs. Unless otherwise specifically determined by the Commission, in case of conflict between the Agreement and either Party's Tariffs relating to ILEC and CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. In no event shall a Tariff alter, curtail, or expand the rights or obligations of either Party under this Agreement, except by mutual consent. Either Party's Tariffs and/or State Price Lists shall not apply to the other Party except to the extent that this Agreement expressly incorporates specific rates or terms set forth in such Tariffs by reference or to the extent that the other Party expressly orders services pursuant to such Tariffs and/or State Price Lists.
- 3.3 Pricing Principles. Notwithstanding any other provision of this Agreement, neither Party will assess a charge, fee, rate or any other assessment (collectively, for purposes of this provision, "charge") upon the other Party except where such charge is specifically authorized and identified in this Agreement, and is (i) specifically identified and set forth in the Pricing Article, or (ii) specifically identified in the Pricing Article as a "TBD" charge. Where this Agreement references a Tariff rate or provides that a specific service or facility shall be provided pursuant to a Tariff, the Tariff rates associated with such specifically referenced service or facility shall be deemed a charge that has been specifically authorized under this provision. The Parties do not intend for this provision to be construed to create any obligation upon CenturyLink to provide, or for TWCIS(WI) to pay, for a service that is not otherwise identified in this Agreement.

ARTICLE II: DEFINITIONS

1. GENERAL RULES

- 1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.
- 1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 (“Act”) and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.
- 1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.
- 1.6 The words “shall” and “will” are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. DEFINITIONS

2.1 Access Service Request (ASR)

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

2.2 **Access Tandem Switch**

A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.

2.3 **"Act" or "the Act"**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.*

2.4 [Intentionally omitted]

2.5 **Affiliate**

"Affiliate" shall have the meaning set forth in § 153(1) of the Act.

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **Applicable Law**

All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

2.10 **Automated Message Accounting (AMA)**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

2.11 **"Bill-and-Keep" or "Bill-and-Keep Arrangement"**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from

End Users of the other Party without explicitly charging the originating Party.

2.12 **Bill Date**

The effective date for which a service is billed and/or invoiced by one Party to the other Party. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

2.13 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable.

2.14 [Intentionally omitted]

2.15 **Business Day**

Monday through Friday, 8 am to 5 pm Central Standard or Daylight Savings time, except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyLink is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

2.16 **Carrier Identification Code (CIC)**

Four-digit numbers used by End Users to reach the services of Interexchange Carriers (IXCs).

2.17 **Central Office (CO)**

A “Central Office” shall have the meaning set forth in 47 C.F.R. Part 36, Appendix. “Central Office.”

2.18 **Central Office Switch**

A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4).

2.19 **CenturyLink Operating Company (CTOC) or CenturyLink**

The CenturyLink Operating Company that is a Party to this Agreement.

2.20 [Intentionally omitted]

2.21 **CenturyLink Service Guide**

The CenturyLink Service Guide is a handbook that contains CenturyLink's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services.

2.22 **Certificate of Operating Authority**

A certification by the State Commission that TWCIS (WI) has been authorized to operate within the State as a provider of local Telephone Exchange Services; in many states this certification is known as a Certificate of Public Convenience and Necessity. Such certification may be a Service Provider Certificate of Operating Authority.

2.23 [Intentionally omitted]

2.24 **CLEC Profile**

A CenturyLink form submitted to CenturyLink by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyLink's network, or the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunications Carrier is required to provide CenturyLink, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.25 **CLLI Codes**

Common Language Location Identifier Codes.

2.26 **Claims**

The term Claims means any pending or threatened claim, action, proceeding or suit against a Party in any court or before a regulatory agency.

2.27 [Intentionally omitted]

2.28 **Commission**

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

2.29 **Common Channel Signaling (CCS)**

A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk

circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

2.30 **Competitive Local Exchange Carrier (CLEC)**

A “Local Exchange Carrier,” as defined in § 153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.31 **Contract Year**

A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

2.32 **Conversation Time**

The time that both Parties’ equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.33 [Intentionally omitted]

2.34 **Currently Available**

Existing as part of CenturyLink’s network at the time of a requested order or service. Currently Available does not include any service, facility, feature, function or capability that CenturyLink either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide under Applicable Law.

2.35. **Customer**

Customer is a person or business to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly.

2.36 **Customer Proprietary Network Information (CPNI)**

“Customer Proprietary Network Information” or “CPNI” shall have the meaning set forth in 47 U.S.C. § 222.

2.37 **Customer Service Record (CSR)**

A record detailing the services to which an End User subscribes from its telecommunications provider(s).

2.38 **Customer Service Record Search**

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

2.39 [Intentionally omitted]

2.40 Intentionally omitted]

2.41 **Dedicated Transport**

“Dedicated Transport” shall have the meaning set forth in 47 C.F.R. § 51.319(e)(1).

2.42 **Disconnect Supervision**

An on-hook supervisory signal sent at the completion of a call.

2.43 **Disputed Amounts**

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established pursuant to Section 9, of Article III, of this Agreement.

2.44 **DS-1**

A service having a total digital signal speed of 1.544 Mbps.

2.45 [Intentionally omitted]

2.46 **DS-3**

A service having a total digital signal speed of 44.736 Mbps.

2.47 [Intentionally omitted]

2.48 **Effective Date**

The date referenced in Article III, Section 2 of this Agreement, unless otherwise required by the Commission

2.49 **Electronic File Transfer (EFT)**

A system or process that utilizes an electronic format and protocol to send/receive data files.

2.50 **End Office**

The telephone company office from which the End User receives exchange service.

2.51 **End Office Switch**

A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

2.52 **End User**

Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP), Voice over Internet Protocol (VoIP) Provider or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to retail Telecommunications Services provided by CenturyLink or provided directly or indirectly by TWCIS (WI) and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.53 **Enhanced Service Provider (ESP)**

A provider of enhanced services as those services are defined in 47 C.F.R. § 64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

2.54 **Entrance Facility**

Transmission facilities that connect CenturyLink's network and TWCIS (WI)'s network or the location of TWCIS (WI)'s equipment. For example, an Entrance Facility is a transmission facility that provides telecommunications between CenturyLink's switches or Wire Centers and TWCIS (WI)'s switches, Wire Centers or equipment locations.

2.55 **Exchange Access**

Exchange Access shall have the meaning set forth in § 153(16) the Act.

2.56 **Exchange Message Interface (EMI)**

An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

2.57 **Exchange Message Record (EMR)**

See definition of “Exchange Message Interface (EMI).”

2.58 **FCC**

The Federal Communications Commission.

2.59 [Intentionally omitted]

2.60 [Intentionally omitted]

2.61 **Foreign Exchange (FX)**

Service offerings of local exchange carriers that are purchased by End User customers and which allow such End User customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the End User customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

2.62 [Intentionally omitted]

2.63 [Intentionally omitted]

2.64 **Incumbent Local Exchange Carrier (ILEC)**

An “Incumbent Local Exchange Carrier” or “ILEC” shall have the meaning set forth in 47 U.S.C. § 251(h).

2.65 **Indirect Network Connection (or Indirect Interconnection)**

A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected, as contemplated by 47 U.S.C. § 251(a).

2.66 **Information Access**

Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the

origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

2.67 **Information Access Traffic**

Traffic delivered to or from an Information Service Provider for the provision of Information Service.

2.68 **Information Service Provider**

A provider of Information Service, as that term is defined in 47 U.S.C. § 153(20). Information Service Provider includes, but is not limited to, Internet Service Provider (ISP).

2.69 **Initial Service Order**

An order submitted by TWCIS (WI) to CenturyLink initially ordering a service required by this Agreement, or an order submitted by either Party for LNP.

2.70 **Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring shall have the meaning set forth in 47 CFR §68.3. With respect to CenturyLink, Inside Wire or Inside Wiring, is wiring within the End User customer premise that extends to the Point of Demarcation of CenturyLink's outside plant.

2.71 **Intellectual Property**

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissues, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights,

and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.72 **Intellectual Property Claim**

For purposes of this Agreement, “Intellectual Property Claim” means any actual or threatened claim, action or proceeding relating to Intellectual Property.

2.73 **Interconnection**

“Interconnection” shall have the meaning set forth in 47 U.S.C. § 251, and refers, in this Agreement, to the connection of facilities and equipment between networks, either directly or indirectly, for the transmission and routing of Telephone Exchange Service and Exchange Access traffic. This term does not include the transport and termination of traffic.

2.74 **Interconnection Facility**

The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2.75 **Interexchange Carrier (IXC)**

A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

2.76 **InterLATA Toll Traffic**

Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

2.77 **Internet Service Provider (ISP)**

An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

2.78 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.79 **Interconnected VoIP Service Traffic**

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible End User customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2.80 **ISDN User Part (ISUP)**

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.81 **ISP-Bound Traffic**

Traffic delivered to or from an Internet Service Provider (ISP).

2.82 **Jointly-Provided Switched Access Service Traffic**

Any Jointly Provided Switched Access Service Traffic in this Agreement refer specifically to Jointly Provided Switched Access Service Traffic that is either originated by an End User and uses both Parties' networks when being delivered to an IXC or uses both Parties' networks when being terminated by an IXC to an End User.

2.83 **Line Side**

Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a main distribution frame (MDF) and a switch line card. Line side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.

2.84 **Local Access and Transport Area (LATA)**

"Local Access and Transport Area" or "LATA" shall have the meaning set forth in § 153(25) of the Act.

2.85 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic that originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.86 **Local Exchange Carrier (LEC)**

“Local Exchange Carrier” or “LEC” shall have the meaning set forth in § 153(26) of the Act.

2.87 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

2.88 **Local Traffic**

For purposes of Article V of this Agreement, Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Public Service Commission of Wisconsin. Local Traffic does not include optional local calling (i.e., optional flat-rated toll packages that permit the End User to choose a Local Calling Area beyond the mandated calling area for an additional fee), referred to hereafter as “optional EAS.” Local Traffic includes Information Access Traffic to the extent that the End User and the ISP are physically located in the same CenturyLink Local Calling Area. Local Traffic includes Interconnected VoIP Service Traffic to the extent that the originating End User and the terminating End User are physically located in the same CenturyLink Local Calling Area.

2.89 **“Local Interconnection Trunk” or “Local Interconnection Trunk Groups”**

One-way or two-way trunks or trunk groups used to carry Local Traffic.

2.90 [Intentionally omitted]

2.91 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing local Telecommunications Services to End User customers. Unless otherwise agreed by the Parties, the Local Service Request document will be used by the Parties to initiate carrier-to-carrier arrangements related to each Party’s number portability obligations. The document may also be used for the exchange of subscriber information, in conjunction with each Party’s obligations under this Agreement

2.92 **Loop Facility Charge**

An additional charge applied to LSRs when fieldwork is required. Loop Facility Charge is applied on a per LSR basis.

2.93 **Main Distribution Frame (MDF)**

A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

2.94 **Mass Calling Trunks**

Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow Customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

2.95 **Meet Point**

A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

2.96 **"Meet Point Billing (MPB)" or "Meet Point Billing Arrangement"**

Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined in the TSTCI Intrastate Access Service Tariff and the National Exchange Carrier Association ("NECA") Interstate Access Tariff FCC No. 5.

2.97 **"Mid-Span Fiber Meet" or "Fiber Meet"**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic.

2.98 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

2.99 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

2.100 **National Security Emergency Procedures (NSEP)**

Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

2.101 [Intentionally omitted]

2.102 **Network Interface Device (NID)**

A means of interconnecting Inside Wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector, the point from which the Point of Demarcation is determined between the loop (inclusive of the NID) and the End User's Inside Wire pursuant to 47 CFR §68.105.

2.103 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

2.104 **Number Portability (NP)**

The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

2.105 **Numbering Plan Area (NPA)**

Also sometimes referred to as an "area code," an NPA is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA:

“Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.106 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

2.107 **Optional EAS Traffic**

Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User, terminates at a physical location outside of that End User’s Local Calling Area or Commission-mandated Extended Area Service (EAS).

2.108 [Intentionally omitted]

2.109 **Party or Parties**

“Party” shall mean CenturyLink or TWCIS (WI) depending on the context. “Parties” refers collectively to both CenturyLink and TWCIS (WI).

2.110 **Percentage Local Use (PLU)**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.111 **Point of Demarcation**

The term Point of Demarcation shall have the meaning set forth in 47 C.F.R. § 68.105.

2.112 **Point of Interconnection (POI)**

A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between TWCIS (WI) and CenturyLink for the Interconnection of their respective networks.

2.113 **Premises**

Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

2.114 [Intentionally omitted]

2.125 **Rate Center**

The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for purposes of the application of interstate or intrastate Tariffs. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive End User traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.126 **Rating Point**

The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

2.127 **Reciprocal Compensation**

Compensation paid or provided under 47 U.S.C. § 251(b)(5).

2.128 **Remote End Office Switch**

A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

2.129 **“Repeatedly delinquent”**

As used in Article III, “repeatedly delinquent” shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period.

2.130 [Intentionally omitted]

2.131 **Routine Network Modifications**

A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own Customers.

Routine Network Modifications do not include: the construction of a new loop or new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (*e.g.*, controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for TWCIS (WI).

2.132 **Routing Point**

Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

2.133 [Intentionally omitted]

2.134 **Service Affecting**

A “Service Affecting” issue or dispute shall mean that such issue or dispute, unless resolved, places a Party’s Customer in immediate or imminent risk of not being able to use the service to which that Customer subscribes.

2.135 **“Service Switching Point” or “Signal Switching Point” (SSP)**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.136 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.137 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards used to provide basic routing information, call set-up and other call termination functions.

2.138 **State**

As used in this Agreement, “State” shall refer to the state in which services are to be provided under this Agreement. For purposes of this Agreement, “State” shall mean the State of Wisconsin.

2.139 **State Price List**

A document which is made available to the public, and which sets forth rates, terms and conditions of a Telecommunications service provider’s end user services within a specific state. For purposes of this Agreement, a State Price List may, or may not, be filed or approved by the public service commission in such state.

2.140 **Subsequent Service Order**

An order submitted by TWCIS (WI) to CenturyLink requesting a change to a pending service order, or an order submitted by either Party for LNP.

2.141 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

2.142 **Switched Access Services**

The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term “Switched Access Service” is interchangeable with “Switched Exchange Access Service.”

2.143 **Synchronous Optical Network (SONET)**

An optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

2.144 **“Tandem” or “Tandem Switch” or “Tandem Office Switch”**

Tandem means to connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.145 **Tariff**

Any applicable filed and effective Federal or state tariff (and/or State Price List) of a Party, as amended from time-to-time.

2.146 **“TDM” or “TDM Technology” or “Time Division Multiplexing”**

A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (*e.g.*, voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

2.147 **Technically Feasible**

Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection or methods.

2.148 **Telcordia Technologies**

A wholly-owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

2.149 **Telecommunications**

“Telecommunications” shall have the meaning set forth in § 153(43) of the Act.

2.150 **Telecommunications Carrier**

“Telecommunications Carrier” shall have the meaning set forth in § 153(44) of the Act. This definition includes CMRS providers, IXC’s and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

2.151 **Telecommunications Equipment**

“Telecommunications Equipment” shall have the meaning set forth in § 153(45) of the Act.

2.152 **Telecommunications Service**

“Telecommunications Service” shall have the meaning set forth in § 153(46) of the Act.

2.153 **Telecommunications Service Priority (TSP)**

A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following.

2.154 **Telephone Exchange Service**

“Telephone Exchange Service” shall have the meaning set forth in §153(47) of the Act.

2.155 **“Telephone Toll” or “Telephone Toll Service”**

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

2.156 **Third Party Originating Carrier**

TWCIS (WI), when it sends traffic originated by its Customers to CenturyLink’s End Users via an Alternate Tandem Provider, or CenturyLink, when it sends traffic originated by its End Users to TWCIS (WI)’s Customers via an Alternate Tandem Provider.

2.157 **Third Party Terminating Carrier**

CenturyLink, when traffic is terminated to it by TWCIS (WI) via an Alternate Tandem Provider, or TWCIS (WI), when traffic from CenturyLink is terminated to TWCIS (WI) via an Alternative Tandem Provider.

2.158 **Time and Material Charges**

Time and Materials Charges are charges for individual-case-basis work requested by TWCIS (WI). “Time” charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. “Material” charges are for the cost of items required to fulfill the job requirements.

2.159 **Transit Service**

A switching and transport function which allows one Party to send Transit Traffic to the other Party’s network through a third-party’s Tandem and/or transport facilities, or to a third-party network through the other Party’s Tandem and/or transport facilities.

2.160 **Transit Traffic**

Traffic between the Parties’ Customers that is routed utilizing a third-party Telecommunications Carrier’s local and/or Access Tandem Switch, or between a Party’s Customers and a third-party Telecommunications Carrier’s Customers (*e.g.*, third-party CLECs, ILECs) that is routed utilizing the other Party’s local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to or from, or carried by an Interexchange Carrier (IXC) at any time during the call.

2.161 **Trunk Side**

Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.162 [Intentionally omitted]

2.163 [Intentionally omitted]

2.164 [Intentionally omitted]

2.165 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a CLEC's End User is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the End User's actual physical premise location.

2.166 **Website**

As used in this agreement, Website shall mean CenturyLink's wholesale website. The Account Manager assigned to work with TWCIS (WI) will assist with locating the website.

2.167 **Wire Center**

The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

ARTICLE III: GENERAL TERMS & CONDITIONS

I.

GENERAL TERMS & CONDITIONS

REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW

1. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

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

2. EFFECTIVE DATE, TERM & TERMINATION

2.1 Effective Date. This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement (Effective Date)

2.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until three (3) years after the Effective Date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

2.3 Notice of Termination. Either TWCIS (WI) or CenturyLink may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either TWCIS (WI) or CenturyLink may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

2.4 Effect on Termination of Negotiating Successor Agreement. If either TWCIS (WI) or CenturyLink provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either TWCIS (WI) or CenturyLink has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between TWCIS (WI) and CenturyLink; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination, or (c) as may be mutually agreed by the Parties, unless an arbitration petition for

a successor agreement has been filed by either Party, in which case (a) applies. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).

- 2.5 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 2.6 Termination and Post-Termination Continuation of Services. If either TWCIS (WI) or CenturyLink provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither TWCIS (WI) nor CenturyLink has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination will be terminated. TWCIS (WI) may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by TWCIS (WI). If TWCIS (WI) elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by TWCIS (WI) under Section 252(i).
- 2.7 Suspension or Termination Upon Default. Subject to either Party invoking its rights under Section 20, Dispute Resolution, either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within sixty (60) calendar days of receipt of written notice thereof.
- 2.8 “Default” is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, consistent with any order, decision, or other binding action taken by the bankruptcy court, or similar adjudicator of the Parties' rights in the event of receivership or bankruptcy; or
- (b) The final revocation by the Commission of a Party's Certificate of Operating Authority or Service Provider Certificate of Operating Authority, and transition of End Users to another carrier; or
- (c) A decision pursuant to the Formal Dispute Resolution provisions of Section 20, Dispute Resolution, that a Party has materially breached any of the terms or conditions hereof; or
- (d) Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 9, Billing and Payments/Disputed Amounts, subject to either Party invoking its rights under Section 20, Dispute Resolution.
- (e) Notwithstanding any other provision of this Section 2.8 and except as may be prohibited by applicable federal law, either Party, as allowed by Wis. Stat. § 196.199, may seek relief from the other Party's claims, assertions, actions or inaction in breach of this Agreement.

2.9 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

2.10 Predecessor Agreements.

2.10.1 Except as stated in Section 2.10.2 or as otherwise agreed in writing by the Parties:

2.10.1.1 any prior interconnection agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

2.10.1.2 any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to

the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of this Agreement.

- 2.10.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.
- 2.10.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.10.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was otherwise cancelled by the purchasing Party, the purchasing Party shall pay the termination liability specified in the applicable contract or Tariff.

3. APPLICABLE LAW

- 3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Wisconsin. In all cases, choice of law

shall be determined without regard to a local State's conflicts of law provisions.

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

3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

3.4.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party, may, upon written notice to the other Party, invoke the Change of Law provisions of Section 12 of this Agreement.

II. OTHER GENERAL TERMS & CONDITIONS

4. AMENDMENTS

Any amendment, modification, deletion or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term

“Agreement” shall include any such future amendments, modifications, deletions and supplements.

5. ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days’ written notification. The effectiveness of an assignment shall be conditioned upon the assignee’s written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor’s obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6. ASSURANCE OF PAYMENT

6.1 When a Deposit/Assurance of Payment Is Required. TWCIS (WI) shall be required, upon CenturyLink’s written request, to provide CenturyLink with a deposit for, or an adequate assurance of payment of, amounts due (or to become due) to CenturyLink hereunder, upon the occurrence of one or more of the following conditions:

6.1.1 TWCIS (WI) has received at least two (2) delinquent notices¹ in the prior twelve months;

6.1.2 TWCIS (WI) is a new entrant to the market or an Affiliate to an existing CLEC (“New Entrant”) and has not been in service long enough to have already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to CenturyLink for charges incurred as a CLEC;

6.1.3 There is deemed by CenturyLink to be an “impairment of credit” of the “New Entrant,” as defined in Section 6.1.2, at the initial establishment of credit. For purposes of this Section 6.1.3, an “impairment of credit” will be determined from information available from financial sources, that the New Entrant has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor’s for the prior six months;

¹ Delinquent notices as used in this Section 6, refer to notices issued to TWCIS (WI) by CenturyLink for unpaid, undisputed amounts.

- 6.1.4 TWCIS (WI) (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Billed Party has complied with the billing dispute requirements set forth in this Agreement), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by CenturyLink to TWCIS (WI) under this Agreement for the month in question; or
- 6.1.5 TWCIS (WI) (a) admits its inability to pay its debts as such debts become due, (b) has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating insolvency, reorganization, winding-up, composition or adjustment of debts or the like, (c) has made an assignment for the benefit of creditors, or (d) is subject to a receivership or similar proceeding.
- 6.2 If a deposit is required under Section 6.1 above, TWCIS (WI) shall remit the deposit amount to CenturyLink within thirty (30) calendar days of receipt of written notification requiring such deposit. If TWCIS (WI) fails to furnish the required deposit, CenturyLink may, at its sole discretion, suspend processing TWCIS (WI)'s orders until the deposit is remitted.
- 6.3 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, a deposit required under Section 6.1 will be calculated based on the greater of (1) CenturyLink's anticipated two (2)-month charges to TWCIS (WI) (including, but not limited to, both recurring and non-recurring charges) as reasonably determined by CenturyLink, for interconnection facilities and any other facilities or services to be furnished by CenturyLink under this Agreement, or (2) \$5,000.
- 6.4 Modifying the Amount of Deposit/Assurance of Payment. Throughout the Term of this Agreement, CenturyLink reserves the right to request an additional amount of the deposit or assurance of payment required of TWCIS (WI) if TWCIS (WI) is repeatedly delinquent in making its payments, or TWCIS (WI) is being reconnected after a disconnection of service. "Repeatedly delinquent" means any undisputed payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. In such a case, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if TWCIS (WI)'s actual billing average for the most recent three (3)-month period exceeds the deposit amount held. However, in no event will the total amount of deposit required under this Section 6 exceed the total of TWCIS (WI)'s actual billing average for the most recent three (3)-month period.

- 6.5 Return of Deposit. If, during the course of this Agreement, TWCIS (WI) provides a deposit pursuant to this Section 6, and subsequently establishes a minimum of twelve (12) consecutive months good payment history with CenturyLink when doing business as a local service provider, CenturyLink shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether TWCIS (WI) has established a minimum of twelve (12) consecutive month's good payment history, TWCIS (WI)'s payment record for the most recent twelve (12) monthly billings shall be determinative.
- 6.6 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall consist of: (a) a cash security deposit in U.S. dollars held by CenturyLink, (b) an irrevocable standby letter of credit naming CenturyLink as the beneficiary thereof, (c) a surety bond in a form acceptable to CenturyLink, or (d) some other form of security as the Parties may mutually agree.
- 6.7 Interest on Cash Deposit. CenturyLink shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist.
- 6.8 Drawing on Deposit/Assurance of Payment. Where a deposit is required under this Section 6, CenturyLink may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to TWCIS (WI) in respect of any undisputed amounts to be paid by TWCIS (WI) for services or facilities rendered under this Agreement that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.
- 6.9 TWCIS (WI)'s Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, in accordance with the terms of this Agreement, upon request by CenturyLink, TWCIS (WI) shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.3 or 6.4, whichever is applicable.
- 6.10 Effect on Other Obligations. The fact that a deposit or other assurance of payment is requested by CenturyLink hereunder shall in no way relieve TWCIS (WI) from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any undisputed amounts, payment of which is required by this Agreement.

7. AUDITS

- 7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party’s bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section 7.1, “Contract Year” means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.
- 7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the sixty (60) days for specific resource availability conflict reasons such as the financial year end close of books, information or billing system conversions in progress or scheduled to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

- 7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply with the Audited Party's normal security procedures.
- 7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in an amount determined by the Audit that exceeds ten percent (10%) of the amount billed to the Audited Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.
- 7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other Customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.
- 7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy

of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 20 regarding dispute resolution.

7.2 Traffic Study Audits. Either Party may request an audit, which may be conducted by either Party in lieu of a third party auditor, of the traffic exchanged between the Parties upon thirty (30) calendar days' written notice to ensure the proper routing and billing of traffic. CenturyLink and TWCIS (WI) shall retain call detail records for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. Upon request, each Party will provide traffic study documentation of traffic being delivered to the other Party. Traffic study audit periods may include the period beginning with the month after the last audit, after the Effective Date of the Agreement, or a mutually agreed upon period of time for conducting the traffic study. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Traffic study documentation can include records produced either from CenturyLink or TWCIS (WI)'s internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records.

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than once every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies

the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

8. AUTHORIZATION AND AUTHORITY

- 8.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and TWCIS (WI) has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement, in entering into this Agreement.
- 8.2 CenturyLink represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 TWCIS (WI) represents and warrants that it is a Limited Liability Company (LLC) duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.4 TWCIS (WI) Certification. Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as TWCIS (WI) has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as TWCIS (WI). TWCIS (WI) represents that, for purposes of this Agreement and the utilization of services provided pursuant to this Agreement, it is a certificated local provider of Telephone Exchange Service in the State. TWCIS (WI) will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. TWCIS (WI) shall not place any orders under this Agreement until it has obtained such authorization.

9. BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), TWCIS (WI) and CenturyLink agree to exchange all information to accurately, reliably, and

properly order and bill for features, functions and services provided under this Agreement.

- 9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date (“Bill Due Date”). When delivery of a bill to a receiving Party has been delayed by, or not received within five (5) Business Days after the Bill Date, the Bill Due Date will be extended by the number of days the bill was delayed, upon request of the receiving Party. Delivery of the bill to the receiving Party will be determined by the date that bills are electronically available. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.
- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Due Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party’s next statement to the billed Party.
- 9.4 Disputed Amounts. The following shall apply where a Party disputes, in good faith, any portion of an amount billed under this Agreement (“Disputed Amounts”). Both TWCIS (WI) and CenturyLink agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.
- 9.4.1 Disputed Amounts Withheld From Payment

If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party may withhold payment of such Disputed Amounts only if it gives written notice to the billing Party of the amounts it disputes and includes in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the following agreed upon procedures; as set forth in Attachment 1 to the Interconnection Agreement. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim on or prior to the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party shall pay all undisputed amounts no later than the Bill Due Date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute. Nothing in this Section 9.4.1 shall constitute a waiver, or negation, of a Party's right to seek recovery of amounts already paid pursuant to Section 9.4.2 below.

9.4.2 Billing Disputes Related to Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the billed Party may provide written notice to the billing Party of the Disputed Paid Amount, and seek a refund of such amount already paid, at any time prior to the date that is one (1) year after the date of the invoice containing the disputed amount that has been paid by the billed Party ("Notice Period"). If the billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the billed party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount.

9.5 Effect of Non-Payment

- 9.5.1 If the billed Party does not remit payment of all undisputed charges including but not limited to any Late Payment Charges or miscellaneous charges (“Unpaid Charges”) on a bill by the Bill Due Date, the billing Party will notify the non-paying Party in writing that in order to avoid disruption or disconnection of the relevant or related services provided under this Agreement, the non-paying Party must remit all Unpaid Charges to the billing Party within fifteen (15) calendar days following receipt of the billing Party’s notice of Unpaid Charges.
- 9.5.2 If the non-paying Party desires to dispute any additional portion of the Unpaid Charges, the non-paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of notice of Unpaid Charges.
- 9.5.2.1 notify the billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 9.4.1 of this Agreement, together with the reasons for its dispute; and
- 9.5.2.2 pay all undisputed Unpaid Charges to the billing Party.
- 9.5.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 20 of this Agreement.
- 9.5.4 After expiration of the written notice furnished pursuant to Section 9.5.1 hereof, if the non-paying Party continues to fail to comply with Sections 9.5.1 through 9.5.2.2, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, the billing Party shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to the non-paying Party for payment within fifteen (15) calendar days of any of the obligations enumerated in Section 9.5.2. On the day that the billing Party provides such written demand to the non-paying Party, the billing Party if it is CenturyLink may also exercise any or all of the following options:
- 9.5.4.1 Suspend acceptance of any application, request or order from the non-paying Party for new or additional interconnection, resale services, network elements, collocation, functions, facilities, products or services under this Agreement; and/or

9.5.4.2 Suspend completion of any pending application, request or order from the non-paying Party for new or additional interconnection, resale services, network elements, collocation, functions, facilities, products or services under this Agreement.

9.5.5 If the billing Party is CenturyLink and TWCIS (WI) as the non-paying Party fails to pay CenturyLink on or before the date specified in the demand letter provided under Section 9.5.4 of this Agreement, CenturyLink may, provided that the undisputed amount of Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by CenturyLink to the non-paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:

9.5.5.1 Cancel any pending application, request or order for new or additional interconnection, resale services, network elements, collocation, functions, facilities, products or services under this Agreement; and/or

9.5.5.2 Disconnect any resale services, network elements and/or collocation furnished under this Agreement. Disconnection of services shall occur for all services provided from CenturyLink for the non-paying Party's Billed Account Number (BAN).

9.5.6 Intentionally left blank.

9.5.7 Intentionally left blank.

9.5.8 Intentionally left blank.

9.5.9 Intentionally left blank.

9.5.10 Intentionally left blank.

10. [INTENTIONALLY OMITTED]

11. CAPACITY PLANNING AND FORECASTS

Within twenty (20) Business Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, to the extent the Parties have not been interconnected pursuant to a prior interconnection agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to interconnection arrangements. Such responsibilities for new interconnection arrangements, and for Interconnection trunks or facilities ordered

pursuant to a prior interconnection agreement, shall include but are not limited to the following:

- 11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 11.2 TWCIS (WI) will furnish to CenturyLink information that provides for statewide annual non-binding forecasts of order activity, in-service quantity forecasts, and facility/demand requirements. If during the Term of this Agreement, TWCIS (WI) desires to offer services in a CenturyLink Local Calling Area for which TWCIS (WI) has not previously submitted a forecast, TWCIS (WI) shall submit a revised statewide annual forecast that incorporates the information identified above for the new Local Calling Area or a supplemental forecast for such local calling area providing the information identified above. TWCIS (WI) shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyLink Local Calling Area.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V. The Parties agree to utilize sound and economical network planning and provisioning as generally described and detailed in this Agreement in the development of these joint forecasts. The Parties further agree to work cooperatively to establish appropriate fill factors for trunks previously deployed for TWCIS (WI).
- 11.4 TWCIS (WI) shall notify CenturyLink promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. TWCIS (WI) orders that exceed the capacity of the TWCIS (WI) forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available.
- 11.5 Capacity forecasts are not binding on either Party. TWCIS (WI) will not be liable to CenturyLink for any situation in which facilities that TWCIS (WI) actually orders do not match TWCIS (WI)'s capacity forecast for such facilities or for any facilities forecasted by TWCIS (WI) but not actually ordered or deployed by TWCIS (WI).
- 11.6 CenturyLink reserves the right to assess TWCIS (WI) a TBD charge for stranded interconnection plant/facility capacity forecast by TWCIS (WI) but not used by TWCIS (WI) within six (6) months after a forecast period to the extent that CenturyLink built the plant/facility based on TWCIS (WI)'s order.

12. CHANGES IN LAW

The terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

- 12.1 Change in Law. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, (i) any material provision of this Agreement is materially affected, changed or altered, (ii) CenturyLink is no longer required to provide a service, facility, payment or benefit otherwise required to be provided by this Agreement, or (iii) CenturyLink is required to provide a service, facility, payment or benefit not already provided to TWCIS (WI) under the terms of this Agreement, then the Parties shall amend this Agreement pursuant to Section 4 and this Section 12 to reflect such change in Applicable Law, or as the Parties otherwise agree. The Parties shall initiate negotiations to remove or modify such terms upon the written request of either Party. The Parties agree to negotiate such added, removed or modified terms and conditions within the timeframe established by, and pursuant to, 47 U.S.C. § 252. If the Parties cannot agree upon the addition, removal or modification of terms to amend the Agreement, either Party may arbitrate the disputed issues before the Commission pursuant to 47 U.S.C. § 252.
- 12.2 Addition of New Services. If a change in Applicable Law requires CenturyLink to offer a new service, facility, payment or benefit under this Agreement, TWCIS (WI) may submit to CenturyLink a written request to amend this Agreement to add terms and conditions for the provision of the new service, facility, payment or benefit in accordance with Section 12.1. The terms and conditions for the new service, facility, payment or benefit arrived at through such negotiations shall become effective upon execution by both Parties, unless the Commission requires that such terms and conditions become effective upon Commission approval, in which case such amended terms and conditions shall become effective upon Commission approval. Regardless of when such amended terms become effective, TWCIS (WI) may begin ordering the new service, facility, payment or benefit pursuant to the terms of the amended Agreement as soon as the amended Agreement or amendment, whichever the case may be, has been executed by both Parties.
- 12.3 Retroactive Application of Change in Law. If the Parties amend the terms and conditions of this Agreement to add, remove, or modify terms of the Agreement following a change in Applicable Law, and pursuant to this Section 12, such amended terms and conditions shall apply retroactively

to the effective date for the change specified by Applicable Law, if so ordered by the FCC, court of competent jurisdiction, or the Commission (“Relevant Authority”). Further, to the extent a true-up of any billing or payment for existing services and/or facilities is required by the change in Applicable Law, the Parties shall include in the change in law amendment appropriate true-up terms and conditions if so ordered by the Relevant Authority.

13. CLEC PROFILE

13.1 TWCIS (WI) shall not place any orders under this Agreement until it has completed and submitted to CenturyLink a “CLEC Profile,” in a form provided by CenturyLink and, if required by CenturyLink, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, TWCIS (WI) will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyLink Service Guide. TWCIS (WI) will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

13.2 Certificate of Operating Authority. TWCIS (WI) must represent and warrant to CenturyLink that it is a certificated provider of local Telephone Exchange Service in the State. TWCIS (WI) will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request.

14. CONFIDENTIAL INFORMATION

14.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms (“Confidential Information”). In order for information to be considered Confidential Information under this Agreement, it must be marked “Confidential” or “Proprietary,” or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, pre-orders, and all orders for services placed by TWCIS (WI) pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of End Users pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to End Users, whether disclosed by either Party or otherwise acquired by either Party in the

course of its performance under this Agreement, is considered Confidential Information.

14.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To promptly return any copies of such Confidential Information to the source at its request;

(f) To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and

(g) Subject to the exceptions in Section 14.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other

legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. CONSENT

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

16. CONTACTS BETWEEN THE PARTIES

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

17. CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, TWCIS (WI) shall provide the exclusive interface with TWCIS (WI)'s Customers.

18. COUNTERPARTS

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

19. DISCONTINUANCE OF SERVICE

19.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, that Party shall comply with all applicable rules and regulations governing such discontinuance, including the provision of notice of such discontinuation to the other Party.

20. DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes. However, should such billing disputes not be resolved in a timely manner, the dispute resolution provisions of this Section 20 shall apply.

- 20.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the arbitration, and approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation, Section 252 enforcement proceedings before the Commission, or commercial arbitration.
- 20.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any action between the Parties without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, and be admitted in evidence, in the arbitration or lawsuit.
- 20.3 Formal Dispute Resolution. If the negotiations referenced in Section 20.2 above fail to produce an agreeable resolution within thirty (30) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. In addition, upon mutual agreement of the Parties, such disputes may also be submitted to binding commercial arbitration before a mutually agreed upon arbitrator.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all

contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

22. EXPENSES

22.1 Intentionally left blank.

22.2 Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23. FORCE MAJEURE

23.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendors, changes requested by Customers, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

23.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 23. Notwithstanding the provisions of Section 23.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

23.3 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

24. FRAUD

Each Party assumes responsibility for all fraud associated with its Customers, End User customers, and accounts. The Parties will cooperate in good faith neither Party shall bear any responsibility for, nor is it required to investigate or make adjustments to, the other Party's account in cases of fraud associated with such other Party's Customers.

25. GOOD FAITH PERFORMANCE

The Parties shall act in good faith in the performance of their obligations under this Agreement.

26. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

27. INTELLECTUAL PROPERTY

Except as provided in Section 30, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

28. LAW ENFORCEMENT

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

28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyLink agrees to work jointly with TWCIS (WI) in security matters to support law enforcement agency requirements for traps, traces, court orders, etc., subject to a rate, or rate(s), set forth in Article IX (Pricing).

28.3 Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink shall send such information back to law enforcement, along with the name of the company to which such

account is connected, if available, for further processing by law enforcement.

28.3.1 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its Customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

29. LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, TWCIS (WI) and CenturyLink shall each execute a mutually agreed upon blanket letter of authorization (LOA) to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party or its Customer authorized by the End User to view or use its CPNI need not provide proof of End User authorization to the other Party before viewing or using the CPNI. Notwithstanding any other provision of this Agreement, the Parties' negotiations over the terms of a mutually agreeable blanket letter of authorization shall not delay, impede, or interrupt the provision of number portability by either Party.

- 29.1 Each Party's access to CPNI of another carrier's End User will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the End User.
- 29.2 The requesting Party is responsible for effecting maintenance of records of all End User authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 29.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability proximately caused by the requesting Party's failure to obtain proper CPNI authorization from an End User.
- 29.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to release CPNI neither Party will

require the other Party to submit an individual LOA or Third Party Verification (TPV) prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if either Party submits an order to change service providers or release CPNI where appropriate authorization to change service providers or release CPNI has not yet been obtained from the End User.

30. LIABILITY AND INDEMNIFICATION

30.1 Indemnification Against Third-Party Claims. Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) and the other Party’s Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the “Indemnitee Group”), from any and all Claims, except to the extent that such Claims arise from the negligence, gross negligence, or intentional or willful misconduct of a person(s) or entity(ies) in the Indemnitee Group.

For purposes of this Section 30, “Claim(s)” means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys’ fees)),

(a) based on allegations that, if true, would establish

- (i) the Indemnifying Party’s material breach of this Agreement;
- (ii) the Indemnifying Party’s misrepresentation, fraud or other misconduct;
- (iii) the Indemnifying Party’s negligence;
- (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, trade secret, or any other proprietary right of any third party;
- (v) the Indemnifying Party’s actions involving publication or public release of any defamatory material or the Indemnifying Party’s wrongful disclosure of private or personal matters; or
- (vi) the Indemnifying Party’s wrongful use or unauthorized disclosure of data;

or (b) that arises out of

(i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance of its obligations under this Agreement;

(ii) the bodily injury or death of any person arising from acts or omissions of the Indemnifying Party's performance of its obligations under this Agreement;

(iii) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its Customers, or such Customers' use, possession, or operation of those services and/or products; or

(iv) personal injury to one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1.

30.1.1 "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

30.1.2 Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's own Customer(s) but rather shall be the Indemnifying Party with respect to all Claims by its Customer(s), except to the extent that such Claims arise from the Indemnified Party's negligence, gross negligence, or intentional or willful misconduct.

30.1.3 The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services or facilities under this Agreement from all Claims suffered, made, instituted, or asserted by the Indemnifying Party's Customer(s) arising from or relating to any products, services or

facilities provided by or through the Indemnified Party or such third-party provider or operator, except to the extent that any such Claims were caused by the Indemnified Party's or other third-party provider's or operator's negligence, gross negligence, or intentional or willful misconduct. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all Claims suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's Customer(s).

30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

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

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will

not exceed the total of any amounts charged to TWCIS (WI) by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

30.3.3 Section 30.3.1 and Section 30.3.2 do not apply to the following:

- 30.3.3.1 Indemnification under Section 30.1;
- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by TWCIS (TW) of any provision relating to TWCIS (TW)'s access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of Confidential Information;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for gross negligence, and intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or the applicable provisions of the CenturyLink Company Name Inc. General

- Exchange Tariff on file with the Public Service Commission of Wisconsin related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27, Intellectual Property, of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45, Taxes, of this Article III, and/or
- 30.3.3.13 Liability arising under any indemnification provision contained in this Agreement, a separate agreement or the applicable provisions of the CenturyLink Company Name Inc. Wholesale Services Tariff on file with the Public Service Commission of Wisconsin related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of Each Party.

In addition to the general limitation of liability in this Section 30, the following shall also limit each Party's liability under this Agreement.

- 30.4.1 Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to TWCIS (WI), TWCIS (WI)'s Customers, suppliers, agents, employees, or any other third parties. Liability of CenturyLink to TWCIS (WI) resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink. Without limiting the generality of any other provision herein, CenturyLink shall not be liable for any loss, claims, liability or damages asserted by TWCIS (WI), TWCIS (WI)'s Customers, suppliers, agents, employees, or any other third parties arising out of or relating to TWCIS (WI)'s combination or commingling of its components with those components provided by CenturyLink to TWCIS (WI). TWCIS (WI)'s general liability, as described in its local exchange or other Tariffs, does not extend to CenturyLink, CenturyLink's End User(s), suppliers, agents, employees, or any other third parties. Liability of TWCIS (WI) to CenturyLink resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to TWCIS (WI).

- 30.4.2 No Third Party Beneficiaries Created. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of TWCIS (WI)'s Customers, suppliers, agents, employees, or any other third parties, except to the extent any such party is included within the applicable Indemnitee Group, for the purpose of indemnification as provided herein only. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between TWCIS (WI) and any of CenturyLink's End Users, suppliers, agents, employees, or any other third parties, except to the extent any such party is included within the applicable Indemnitee Group, for the purpose of indemnification as provided herein only.
- 30.4.3 No Liability for Errors. If TWCIS (WI) uses the signaling networks and call-related databases identified herein, then CenturyLink is not liable to TWCIS (WI) or any other person for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). TWCIS (WI) shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to TWCIS (WI)'s Customers, suppliers, agents, employees, or any other third parties based on any reason whatsoever arising out of or relating to any use of such signaling networks and call-related databases by or through TWCIS (WI). For purposes of this Section 30.4.3, mistakes shall not include matters arising exclusively out of the gross negligence or willful misconduct of CenturyLink or its employees or agents.

31. NETWORK MANAGEMENT

- 31.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. TWCIS (WI) and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize

fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

31.2 Responsibility for Following Standards. Each Party recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of each Parties network or any third parties connected with or involved directly in the network or facilities.

31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected to the other Party's network shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over either Party's facilities or create hazards to the employees of either Party or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If either Party causes an Impairment of Service, the other Party shall promptly notify the Party causing the Impairment of Service of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If the Party causing the Impairment of Service is unable to promptly remedy the Impairment of Service, the other Party may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

31.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyLink hereunder, TWCIS (WI) will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. In the event of an outage or trouble in any service being provided by TWCIS (WI) hereunder, CenturyLink will follow TWCIS (WI)'s procedures for isolating and clearing the outage or trouble.

32. NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

33. NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51.335.

34. NOTICES

- 34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.
- 34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To Time Warner Cable:

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Telephone: (212)364-8482
Fax: (704)973-6239
Email: Julie.laine@twcable.com

With a copy to:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Telephone: (212)364-8440
Fax: (704)973-6222
Email: Maribeth.bailey@twcable.com

To CenturyLink:

Attention: Director, Contract Management
CenturyLink
5454 W. 110th St.
Overland Park, KS 66211
KSOPKJ0201-208

with a copy to:

Attention: Lynda A. Cleveland
CenturyLink
5454 W. 110th St.
Overland Park, KS 66211
KSOPKJ0201-2070
Lynda.A.Cleveland@CenturyLink.com

or to such other address as either Party shall designate by proper notice.

35. ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for TWCIS (WI) to order non-access services. Unless otherwise provided in the Articles of this Agreement, TWCIS (WI) shall use CenturyLink's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering,

ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink has not yet developed and/or deployed an electronic capability for TWCIS (WI) to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, TWCIS (WI) shall use such other processes as CenturyLink has made available for performing such transaction(s). If CenturyLink later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by TWCIS (WI) for ordering services and any manual, facsimile or email interface will be discontinued.

- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for TWCIS (WI); or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

36. POINTS OF CONTACT FOR TWCIS (WI) CUSTOMERS

- 36.1 TWCIS (WI) shall be the primary point of contact for TWCIS (WI) Customers. TWCIS (WI) shall establish telephone numbers and mailing addresses at which TWCIS (WI)'s Customers may communicate with TWCIS (WI) and shall advise TWCIS (WI) Customers of these telephone numbers and mailing addresses.
- 36.2 [Intentionally omitted]

37. PUBLICITY AND USE OF TRADEMARKS

- 37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

- 37.2 Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and TWCIS (WI).
- 37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38. REFERENCES

- 38.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.
- 38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39. RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in

writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.
- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40. RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41. STANDARD PRACTICES

41.1 The Parties acknowledge that CenturyLink shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyLink Service Guide. TWCIS (WI) agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement. Where a dispute arises between the Parties with respect to a conflict between the CenturyLink Service Guide and this Agreement, the terms of this Agreement shall prevail. The CenturyLink Service Guide is to be used as a reference only, and is not part of the Agreement and is not contractually binding on TWCIS (WI).

41.2 All changes to standard practices will be posted on the CenturyLink Website prior to implementation, with email notification of such postings. Email notifications directing TWCIS (WI) to CenturyLink's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. The Account Manager assigned to work with TWCIS (WI) will assist with locating the website. Posting will include CenturyLink personnel who may be contacted by TWCIS (WI) to provide clarification of the scope of the change and timeline for implementation. TWCIS (WI) reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on TWCIS (WI), with escalation through the dispute resolution process.

42. SUBCONTRACTORS

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

43. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

44. SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 14, limitation or exclusion of liability, indemnification or defense (including, but not

limited to, Section 30), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

45. TAXES

45.1 Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

45.2 Notwithstanding anything to the contrary contained herein, TWCIS (WI) is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. TWCIS (WI) is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, TWCIS (WI) is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that TWCIS (WI)'s representations to CenturyLink concerning the status of TWCIS (WI)'s claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyLink.

45.2.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass

the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

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

45.2 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

46. TBD PRICES

46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply identify a rate as “to be determined” or “TBD.” With respect to all TBD prices, prior to TWCIS (WI) ordering any such TBD item, the Parties shall meet and confer to establish a price. In the event the Parties are unable to agree upon a price for a TBD item, either Party may then invoke the dispute resolution process set forth in Article III, Section 20.

47. TECHNOLOGY UPGRADES

47.1 Notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink’s ability to modify its network through the incorporation of new equipment or software or otherwise. TWCIS (WI) shall be solely responsible for the cost and activities associated with accommodating such changes in its own network. Nothing in this Agreement shall limit TWCIS(WI)’s ability to modify its network through the incorporation of new equipment or software or otherwise. CenturyLink shall be solely responsible for the cost and activities associated with accomodating such changes in its own network. Notwithstanding the foregoing, both Parties have the duty not to install network features, functions, or capabilities that do not comply with

the guidelines and standards established pursuant to Section 255 or 256 of the Act.

48. TERRITORY

This Agreement applies to the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier (“ILEC”) in the State of Wisconsin. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

49. THIRD-PARTY BENEFICIARIES

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

50. UNAUTHORIZED CHANGES

50.1 The Parties agree that each Party is required to comply with End User subscriber carrier change requests, as set forth in 47 C.F.R. § 64.1100, et seq. (“Changes in Preferred Telecommunications Service Providers”), and as set forth in any applicable rules or regulations promulgated by the Commission. As such, each Party will comply with such rules and regulations to ensure that End User preferred carriers are not changed without required authorizations.

50.2 Procedures. If TWCIS(WI)_submits an order for number portability or Unbundled Network Elements under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyLink or another LEC using CenturyLink resold services or Unbundled Network Elements, and the End User Customer notifies CenturyLink that the End User Customer did not authorize TWCIS(WI) to provide local Telephone Exchange Services to the End User Customer, TWCIS(WI) must provide CenturyLink with proof of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyLink. If TWCIS(WI) cannot provide proof of authorization within such time frame, TWCIS(WI) must, within three (3) Business Days thereafter:

- a. direct CenturyLink to change the End User Customer back to the LEC providing service to the End User Customer before the change to TWCIS(WI) was made;

- b. provide any End User Customer information and billing records TWCIS(WI) has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and
- c. notify the End User Customer and CenturyLink that the change back to the previous LEC has been made.

50.3 CenturyLink will bill TWCIS(WI) fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User Customer back to the original LEC. Any compensation that may be due either Party for the other Party's actions associated with unauthorized preferred carrier changes will be established by FCC regulations governing preferred carrier change procedures at 47 C.F.R. § 64.1100, et seq.

51. USE OF SERVICE

51.1 Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement applicable to the use of services purchased by it under this Agreement.

52. WAIVER

52.1 A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article

- 1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, the Parties will maintain the current Interconnection of their networks for the transmission and routing of Telephone Exchange Service and Exchange Access, and for all other purposes permitted under Applicable Law.
- 1.1.1 This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyLink to TWCIS (WI) or by TWCIS (WI) to CenturyLink and the transport and termination and billing of Local Traffic between CenturyLink and TWCIS (WI).

2. Network Interconnection Methods

2.1 Introduction

- 2.1.1 This Section 2 of Article V sets forth the terms and conditions by which Network Interconnection Methods are provided between CenturyLink and TWCIS (WI). Network Interconnection Methods designate facilities established between the Parties' networks. Additionally, this Section 2 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 2.3 of this Article, and other methods as mutually agreed to by the Parties. To the extent that TWCIS (WI) chooses to modify current arrangements, it will do so pursuant to the terms of this Article IV.
- 2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Article.
- 2.1.3 CenturyLink shall provide Interconnection for TWCIS (WI)'s facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of

quality equal to that which CenturyLink provides itself, a Subsidiary, an Affiliate, or any other party to which CenturyLink provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory. CenturyLink will not impose any restrictions on TWCIS (WI) that are not imposed on its own traffic with respect to trunking and routing options afforded to TWCIS (WI).

2.2 Physical Architecture

2.2.1 CenturyLink's network includes, but is not limited to, End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. TWCIS (WI) will interconnect with CenturyLink on CenturyLink's existing Interconnection facilities between each Party's switches and CenturyLink's End Offices or Tandems.

2.2.2 A Point of Interconnection (POI) is a point within CenturyLink's network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.2.2.1 TWCIS (WI) must establish a minimum of one POI within each LATA, at any technically feasible point on CenturyLink's network. In addition, TWCIS (WI) shall establish additional POIs under the following circumstances:

2.2.2.1. To the extent CenturyLink's network contains multiple Tandem Switches in the LATA, TWCIS (WI) must establish a POI at each Tandem Switch where it wishes to exchange (*i.e.*, receive or terminate) Local Traffic with CenturyLink.

2.2.2.2 When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, TWCIS (WI) must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office meet or exceed 240,000 minutes per month for three (3) consecutive months.

2.2.2.3 When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, TWCIS (WI) must establish a POI at any CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the total traffic volumes exchanged between the Parties at the particular CenturyLink

End Office where TWCIS (WI) desires to terminate Local Traffic meet or exceed 240,000 minutes per month for three (3) consecutive months.

2.2.3 Each Party is financially and otherwise responsible for its own equipment, facilities, and trunks on its side of the POI and may utilize any method of Interconnection described in this Section 2. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI.

2.2.4 Either Party, except in an emergency consistent with Article 3, Section 23, must provide thirty (30) days' written notice of any changes to the physical architecture plan that affect the other Party.

2.2.5 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End User customers.

2.2.6 Technical Interfaces

2.2.6.1 Electrical handoffs at the POI will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at its respective end.

2.2.6.2 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

2.3.1.1 Where facilities exist, TWCIS (WI) may lease facilities from CenturyLink pursuant to CenturyLink's applicable Tariff identified in Section II, Article IX (Pricing). TWCIS

(WI) also may lease facilities from a third party or it may construct or otherwise self-provision facilities.

2.3.2 Fiber Meet Interconnection

2.3.2.1 Fiber Meet Interconnection between CenturyLink and TWCIS (WI) can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyLink End Office and TWCIS (WI)'s premises. The Parties shall establish a Fiber Meet Point of Interconnection within a commercially reasonable period of time following CenturyLink's final acceptance of a request by TWCIS (WI) to establish a Fiber Meet Point arrangement pursuant to Article III, Section 10.

2.3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETWORK (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 3 of this Article shall be provisioned over this facility.

2.3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI. The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment in the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

2.3.2.4 There are four basic Fiber Meet design options, which include, but are not limited to, the following. The Parties can mutually agree upon any other design option.

2.3.2.4.1 Design One: TWCIS (WI)'s fiber cable (four, or some integral multiple thereof, fibers) and CenturyLink's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the TWCIS (WI) and CenturyLink locations. This Interconnection point would be at a mutually agreeable location.

2.3.2.4.2 Design Two: TWCIS (WI) will provide fiber cable to the last entrance (or CenturyLink designated) manhole at the CenturyLink End Office switch. CenturyLink shall make all necessary preparations to receive and to allow and enable TWCIS (WI) to deliver fiber optic facilities into that manhole. TWCIS (WI) will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyLink to pull the fiber cable through the CenturyLink cable vault and terminate on the CenturyLink fiber distribution frame (FDF) in CenturyLink's office. TWCIS (WI) shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyLink shall take the fiber from the manhole and terminate it inside CenturyLink's office on the FDF at CenturyLink's expense. In this case the POI shall be at the CenturyLink designated manhole location.

2.3.2.4.3 Design Three: CenturyLink will provide fiber cable to the last entrance (or TWCIS (WI) designated) manhole at the TWCIS (WI) location. TWCIS (WI) shall make all necessary preparations to receive and to allow and enable CenturyLink to deliver fiber optic facilities into that manhole. CenturyLink will provide a sufficient length of Optical Fire Resistant (OFR) cable for TWCIS (WI) to run the fiber cable from the manhole and terminate on the TWCIS (WI) fiber distribution frame (FDF) in TWCIS (WI)'s location. CenturyLink shall deliver and maintain such strands wholly at its own expense up to the POI. TWCIS (WI) shall take the fiber from the manhole and terminate it inside TWCIS (WI)'s office on the FDF at TWCIS (WI)'s expense. In this case the POI

shall be at the TWCIS (WI) designated manhole location.

2.3.2.4.4 Design Four: Upon mutual agreement of the Parties, both TWCIS (WI) and CenturyLink may each provide two fibers between their respective locations. This design may only be considered where existing fibers are Currently Available and there is a mutual benefit to both Parties. CenturyLink will establish, deploy, maintain, and assume responsibility for the fibers associated with the “working” side of the system. TWCIS (WI) will establish, deploy, maintain, and assume responsibility for the fibers associated with the “protection” side of the system. The Parties will work cooperatively to terminate each other’s fiber in order to provision this joint SONET ring, or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. For purposes of this fiber meet design option, the POI will be defined as located at CenturyLink’s switch location. The Parties agree that each Party will be solely responsible for all of the deployment and ongoing maintenance costs associated with the fibers that it establishes and deploys under this design option.

2.3.2.5 The TWCIS (WI) location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is TWCIS (WI)’s responsibility to provision and maintain.

2.3.2.6 The CenturyLink location includes all CenturyLink FOTs, multiplexing and fiber required to terminate the optical signal provided from TWCIS (WI). This location is CenturyLink's responsibility to provision and maintain.

2.3.2.7 Pursuant to the mutually agreed upon implementation terms of TWCIS (WI)’s Fiber Meet request, CenturyLink and TWCIS (WI) shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Section 3 of this Article for the purposes of Interconnection.

2.3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

2.3.2.9 TWCIS (WI) and CenturyLink will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by TWCIS (WI) and CenturyLink.

2.4 Responsibilities of the Parties

2.4.1 TWCIS (WI) and CenturyLink shall work cooperatively to install and maintain a reliable network. TWCIS (WI) and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

2.4.2 TWCIS (WI) and CenturyLink will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

2.4.3 TWCIS (WI) and CenturyLink shall:

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

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

2.4.3.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and

provisioning responsibilities for each Party on its side of the POI.

2.5. Joint Facility Growth Planning

2.5.1 The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

2.5.2 Criteria:

2.5.2.1 Investment is to be minimized.

2.5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section 11 and Article V, Section 3.5 and are to be deployed in accordance with the Processes described below.

2.5.3 Processes:

2.5.3.1 In addition to the joint trunk group forecasting established in Article III, Section 11, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

2.5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 3.6 of this Article will be used in determining trunk group sizing requirements and forecasts.

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

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

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

3. Interconnection Trunking Requirements

3.1 Introduction

3.1.1 This Section 3 of Article V sets forth terms and conditions for Interconnection provided by CenturyLink and TWCIS (WI).

3.1.2 This Section 3 of Article IV provides descriptions of the trunking requirements between TWCIS (WI) and CenturyLink. All references to incoming and outgoing trunk groups are from the perspective of TWCIS (WI). The paragraphs below describe the required and optional trunk groups for local and mass calling.

3.1.3 Local trunk groups may only be used to transport traffic between the Parties' End User Customers pursuant to the terms of this Article.

3.2 One-Way and Two-Way Trunk Groups

3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.

3.2.2 The Parties agree that two-way trunk groups for Local, IntraLATA and InterLATA Traffic shall be established between a TWCIS (WI) switch and a CenturyLink End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling being used whenever possible. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being financially and otherwise responsible for costs for equipment, facilities, and trunks on its side of the POI. For administrative consistency TWCIS (WI) will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.2.3 Notwithstanding the preceding paragraph 3.2.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. Either Party may provision its own one-way trunks. Regardless of whether one-way or two-way facilities are provisioned, each Party is individually responsible to provide facilities to the POI. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

3.2.4 Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where TWCIS (WI) provides such service to its End User Customers.

3.2.4.4 Transit trunk groups to allow for termination of traffic by third parties.

3.3 Network Connection and POI

3.3.1.1 Indirect Network Connection TWCIS (WI) may establish and utilize an Indirect Network Connection with CenturyLink, until such time as the threshold trigger set forth in Section 3.3.1.2 is met, or the Parties otherwise agree that a direct connection is necessary. The following terms shall apply to any Indirect Network Connection arrangement between the Parties.

3.3.1.2 When an Indirect Network Connection is utilized, CenturyLink and TWCIS (WI) shall each be responsible for delivering Local Traffic to, and receiving Local Traffic at, the Tandem Switch serving the CenturyLink End Office where TWCIS (WI) desires to terminate such Local Traffic. Until the threshold trigger set forth in Section 3.3.1.2 is reached, each Party is responsible for the costs associated

with delivering its originated traffic to such Tandem Switch.

3.3.1.3 Threshold Trigger. TWCIS (WI) may use or establish an Indirect Network Connection to terminate Local Traffic to a CenturyLink local exchange until such time as the total volume of Local Traffic and ISP-Bound Traffic being exchanged between TWCIS (WI) and the CenturyLink local network equals or exceeds 240,000 minutes per month for three (3) consecutive months (“threshold trigger”). Until such time as the threshold trigger is reached, Section 3.3.1.1 above shall govern the Parties’ respective responsibilities (including responsibilities for the costs of facilities) relating to the Indirect Network Connection. If the threshold trigger is reached, TWCIS (WI) shall interconnect directly with CenturyLink, via a physical POI located within the CenturyLink network, as set forth in Section 2.2.2.1, and shall do so within a commercially reasonable period of time consistent with industry standards. Upon the establishment of such Interconnection, the Parties will become responsible for the facilities on their respective sides of the newly established POI. CenturyLink will not be responsible for the costs associated with facilities located outside of the CenturyLink local exchange or the transport and third-party transit cost of any Local Traffic outside of the CenturyLink local exchange once the direct interconnection has been established. Each Party will be responsible for its own originated overflow traffic that utilizes a third Party’s tandem as its alternate route to the extent transmission of such overflow traffic is permitted by Section 3.3.1.5.

3.3.1.4 During the time that any Indirect Network Connection arrangement is operational, the Parties agree to enter into their own agreements with third-party providers, as may be necessary.

3.3.1.5 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a Tandem, the originating Party, at the terminating Party’s request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN

information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

3.3.1.6 After a Party has established Direct Interconnection between the Parties' networks, neither Party may continue to transmit its originated Local Traffic and ISP-Bound Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.

3.3.1.7 As between the Parties, Local Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a third-party transiting carrier shall be subject to the same compensation arrangements, if any, as Local Traffic and ISP-Bound Traffic exchanged through Direct Interconnection.

3.3.2 Direct Network Connection

3.3.2.1 When the threshold trigger set forth in Section 3.3.1.2 is met, or upon mutual agreement, the Parties shall establish a physical connection between their respective networks ("Direct Network Connection"). The Direct Network Connection shall also serve as the POI.

3.3.2.2 A Direct Network Connection shall be established by connecting TWCIS's network to CenturyLink's network at a technically feasible point on CenturyLink's network pursuant to Section 2.2.2 and its subsections. The connection may be established using any of the design options set forth in Section 2.3 (Methods of Interconnection) of this Article, or as otherwise mutually agreed to by the Parties.

3.3.2.3 [Intentionally left blank]

3.3.2.4 Regardless of the design option used to establish a Direct Network Connection between TWCIS's network and CenturyLink's network, and unless otherwise mutually agreed to by the Parties, TWCIS (WI) must establish a POI on CenturyLink's network pursuant to Section 2.2.2 and its subsections. Each Party shall be responsible for establishing and maintaining all facilities on its side of the POI. Each Party shall be responsible for the appropriate sizing, operation, and maintenance of the transport facility from its network to the POI. Except as set forth in Section

3.3.1.1 of this Article, under no circumstances shall CenturyLink be responsible for establishing or maintaining any facilities outside of the CenturyLink network for the exchange of Local Traffic between the Parties or for the costs associated with transporting any such traffic outside of the CenturyLink local exchange.

3.3.2.5 To the extent a dispute arises between the Parties regarding their respective obligations under Sections 2 or 3 of Article IV, the Parties intend that such dispute(s) will be resolved before the Commission, notwithstanding Article III, Section 20's Dispute Resolution provisions providing that disputes may be resolved in forums other than the Commission. Such disputes may only be heard by other forums on appeal. With respect to a dispute(s) in the nature of those identified in this Section 3.3.2.5, a Party may seek resolution thereof before the Commission, on an expedited basis or otherwise, following satisfaction of the informal dispute resolution requirements of Article III, Section 20.

3.3.2.6 All traffic received by CenturyLink on the direct End Office trunk group from TWCIS (WI) must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by TWCIS (WI) on the direct End Office trunk group from CenturyLink must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

3.3.2.7 TWCIS (WI) and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. TWCIS (WI) and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyLink requires separate trunk groups from TWCIS (WI) to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.

3.3.2.7.1 Each Party agrees to route traffic only over the

proper jurisdictional trunk group.

3.3.2.7.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access Tandem for those publicly-dialable NXX Codes served by End Offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access Tandem.

3.3.2.7.3 Neither party shall route Switched Access Service traffic over Local Interconnection Trunks, or Local Traffic over Switched Access Service trunks.

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange Local Traffic between TWCIS (WI) and CenturyLink.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange

3.4.2.1 To the extent it has not already been established, the Parties shall establish and maintain a direct End Office primary high usage Local Interconnection Trunk Group for the exchange of Local Traffic between TWCIS (WI)'s network and CenturyLink's local exchange where the total volume of Local Traffic and ISP-Bound Traffic meets or exceeds the threshold trigger set forth in Section 3.3.1.3 of this Article.

3.4.3 [Intentionally omitted]

3.4.4 TWCIS (WI) shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, CenturyLink will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by TWCIS (WI) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 High Volume (HV) / Mass Calling (Choke) Trunk Group:

3.4.5.1 If TWCIS (WI) should acquire a HV/Mass Calling Customer, i.e. an ISP or a radio station, TWCIS (WI) shall provide written notification to CenturyLink.

3.5 Forecasting and Planning Responsibilities. TWCIS (WI) agrees to provide an initial forecast for establishing the initial Interconnection Facilities pursuant to Article III, Section 11. CenturyLink shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to TWCIS (WI). The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. TWCIS (WI) shall provide subsequent forecasts on a semi-annual basis. TWCIS (WI) forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three (3) years. Forecasts shall be non-binding on both CenturyLink and TWCIS (WI). CenturyLink shall take TWCIS (WI)'s forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of Interconnection trunks and facilities forecasted by TWCIS (WI). However, the development and submission of forecasts shall not replace the ordering process in place for Interconnection trunks and facilities, and the provision of the forecasted quantity of Interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.1 The semi-annual forecasts shall include:

3.5.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

3.5.1.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 3.5.2 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 3.5.3 TWCIS (WI) shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to TWCIS (WI), and TWCIS (WI) shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.
- 3.5.4 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 3.5.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 3.5.6 CenturyLink shall attempt to meet TWCIS (WI)'s requests for Interconnection using Currently Available facilities and capacity. CenturyLink shall have no obligation to construct additional facilities or capacity to meet TWCIS (WI)'s requests for Interconnection. However, if CenturyLink refuses a TWCIS (WI) request for Interconnection due to lack of facilities or lack of capacity on the trunk side of an Interconnection, CenturyLink will provide an explanation of the reason(s) lack of facilities or lack of capacity exists. TWCIS (WI) may request to work with CenturyLink to establish a construction plan, and CenturyLink shall promptly provide a construction plan setting forth the timeline for adding the additional capacity. TWCIS (WI) shall bear all costs associated with engineering and constructing such additional facilities or capacity.
- 3.5.8 Notwithstanding the above, if TWCIS (WI) determines to offer local exchange service within a CenturyLink area, EAS to a CenturyLink area or otherwise assign numbers rated to the CenturyLink exchange, TWCIS (WI) may, at its sole discretion, provide thirty (30) days written notice to CenturyLink of the need to establish Interconnection. Such request shall include (i) TWCIS (WI)'s Switch address, type, and CLLI; (ii) TWCIS (WI)'s requested Interconnection activation date; and (iii) a non-binding forecast of TWCIS (WI)'s trunking and facilities requirements.

3.5.8.1 Upon receipt of TWCIS (WI)'s notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

3.5.8.2 If, after the Effective Date, TWCIS (WI) deploys additional switches that will serve its End User Customers located in the CenturyLink service area, and which may necessitate the need to establish additional POIs with CenturyLink's network, then TWCIS (WI) shall provide written notice to CenturyLink to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyLink deploys additional End Office switches in a local exchange after the Effective Date or otherwise wishes to establish Interconnection with additional TWCIS (WI) Central Offices in such local exchange, CenturyLink shall be entitled, upon written notice to TWCIS (WI), to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use medium day-to-day variation and 1.0 peakedness factor until actual traffic data is available) or equivalent Erlang B or Poisson factors.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

3.7 Trunk Servicing

3.7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request

(ASR). TWCIS (WI) will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2 of this Article), CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to TWCIS (WI). The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

3.7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

3.7.3 Underutilization:

3.7.3.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

3.7.3.1.1 If a trunk group is under 65 percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 20 percent (20%) excess capacity. In all cases grade of service objectives shall be maintained.

3.7.3.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) Business Days after receipt of the initiating ASR.

3.7.3.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

- 3.8 TWCIS (WI) will be responsible for engineering its network on its side of the POI. CenturyLink will be responsible for engineering its network on its side of the POI.
- 3.9 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be provided by CenturyLink to TWCIS (WI). If either TWCIS (WI) or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.
- 3.10 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in Section 3.5 of this Article using Design Blocking Objectives stated in Section 3.6 of this Article.
- 3.10.1 Should TWCIS (WI) request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard, referenced above, CenturyLink may request that the Parties meet to discuss the request and TWCIS (WI)'s reasons for the request. CenturyLink is not obligated to provide such trunking unless TWCIS (WI) agrees in writing to pay for the excess trunking on the CenturyLink side of the POI. TWCIS (WI) agrees in writing to pay for the excess trunking on the CenturyLink side of the POI so long as the trunking is in excess trunking of the design blocking standard.
- 3.11 Trunk Data Exchange
- 3.11.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) Business Days to be utilized for engineering purposes, although with less statistical confidence.
- 3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage

(measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12. Network Management

3.12.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. TWCIS (WI) and CenturyLink will immediately notify each other of any protective control action planned or executed.

3.12.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.12.3 Temporary Mass Calling. TWCIS (WI) and CenturyLink shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

4. Compensation Arrangements for Transport and Termination

4.1 Introduction

4.1.1 This Section 4 of Article IV sets forth terms and conditions for mutual compensation for transport and termination of Local Traffic between CenturyLink and TWCIS (WI).

4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation

4.2.1 The Telecommunications traffic exchanged between TWCIS (WI) and CenturyLink will be classified as Local Traffic, ISP-Bound Traffic, Interconnected VoIP Service Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic.

4.2.1.1 “Local Traffic,” for purposes of intercarrier compensation, is Telecommunications traffic originated by an End User Customer of one Party in an exchange served by that Party’s network and terminated to an End User Customer of the other Party served by that other Party’s network who is located within the same exchange or other non-optional extended local calling area associated with the originating End User Customer’s exchange as defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Public Service Commission of Wisconsin. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyLink local calling area as such local calling area is defined in the CenturyLink Company Name Inc. General Exchange Tariff on file with the Public Service Commission of Wisconsin; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional EAS traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

4.2.1.2 “ISP-Bound Traffic” means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User’s local calling area will be considered toll traffic and subject to access charges.

4.2.1.3 Interconnected VoIP Service Traffic originated by an End User customer of one Party in an exchange on that Party’s network and terminated to an End User customer of the other Party on that other Party’s network located within the same exchange or other non-optional extended local calling area associated with the originating End User customer’s exchange, as defined by CenturyLink’s applicable local exchange Tariff, shall be included in Local Traffic. Interconnected VoIP Service Traffic directed to a terminating End User physically located outside the originating End User’s Local Calling Area will be considered toll traffic and subject to access charges. With the exception of ISP-Bound Traffic (which shall continue to be governed by separate provisions of this Agreement addressing ISP-Bound Traffic),

“Interconnected VoIP Service Traffic” is the only form of IP-enabled traffic (excluding ISP-Bound Traffic) the Parties agree to exchange between the Parties without an amendment to the Agreement. In the event that TWCIS (WI) desires to begin sending traffic to CenturyLink that does not meet the definition of Interconnected VoIP Service Traffic (as defined in Article II, Section 2.80), TWCIS (WI) shall provide written notice to CenturyLink prior to doing so. Upon receipt of such notice, the Parties shall, unless otherwise mutually agreed, amend this Agreement in accordance with Article III, Section 4 to reflect terms appropriate for the exchange of such additional type(s) of IP-enabled traffic.

4.2.2 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User customer originates a call which terminates to an End User customer physically located in the same local calling area and served on the other Party’s switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4.4 of this Article.

4.2.2.1 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to traffic originated or terminated by their End User customers, TWCIS (WI) shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, TWCIS (WI) shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If TWCIS (WI) only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

4.2.2.2 If TWCIS (WI) assigns NPA/NXXs to specific Rate Centers and assigns numbers from those NPA/NXXs to TWCIS (WI) Customers physically located outside of the Rate Center to which the NPA/NXX is assigned, CenturyLink traffic originating from within the Rate Center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyLink originating Rate Center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyLink to TWCIS (WI).

4.2.2.3 The Party's agree there will be no VNXX traffic under this Agreement, but should a Party subsequently decide to assign a VNXX number, or to port a number and convert it to VNXX, the Parties shall negotiate VNXX terms prior to any such action or exchange of such VNXX traffic and will amend the Agreement accordingly. If the Parties are unable to agree to the terms of the VNXX traffic exchange, the Dispute Resolution provisions in Section 20 will apply unless the Parties shall agree otherwise.

4.2.3.4 Intentionally left blank.

- 4.2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. TWCIS (WI) and CenturyLink agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of Reciprocal Compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.
- 4.2.4 When TWCIS (WI) establishes service in a new area, the Parties' obligation for Reciprocal Compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state Switched Access Tariffs. Optional calling plans, where applicable, will be classified as toll traffic.
- 4.2.6 As set forth in Section 4.2.1.3 of this Article, Interconnected VoIP Service Traffic shall be assigned to the corresponding jurisdiction

for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number (“CPN”) and Jurisdictional Indicator Parameter (“JIP”) of the originating Interconnected VoIP Service Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

- 4.2.7 Private Line Services include private line-like and special access services and are not subject to local Reciprocal Compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 4.2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.
- 4.2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for Telecommunications traffic that is inappropriately routed.

4.3 Responsibilities of the Parties

- 4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).
- 4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating

Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.

- 4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party written notice of the violation at the earliest practicable time.
- 4.3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4.4 Local Traffic Compensation

- 4.4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Article IX- Pricing.
- 4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' End User Customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only.

4.4.3 Subject to Section 7.2 of Article III of this Agreement, should the Parties adjust the PLU and/or PIU based upon the audit results the Parties shall apply the usage for the quarter the audit was completed, and to the usage following the traffic study audit. Should the traffic study reflect the traffic exchange between the Parties is out-of-balance +/- 10%, either Party may elect to modify this Agreement subject to Section 7.2 in order to revise the exchange of traffic from a Bill-and-Keep basis to the exchange of traffic subject to Reciprocal Compensation rates on a going forward basis. The Parties will exchange traffic on a Bill-and-Keep basis unless and until the Parties modify this billing arrangement subject to Section 7.2.

4.4.3 End Office Termination Rate

4.4.3.1 Where Reciprocal Compensation pursuant to the traffic termination rates set forth in Section I(A) of Article IX (Pricing) applies, the End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.5 [Intentionally omitted]

4.6 [Intentionally omitted]

4.7 Billing.

4.7.1 CenturyLink shall render to TWCIS (WI) a bill for services ordered by TWCIS (WI) pursuant to Article IV of this Agreement on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic or transiting, if applicable, shall be billed in arrears.

4.7.2 Billing Specifications.

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

4.7.2.2 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating

office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

4.7.2.3 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5. Applicability of Other Rates, Terms and Conditions

5.1 Every Interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such Interconnection or service.

ARTICLE V: E911 SERVICE CONNECTION AND DATABASE ACCESS

1. GENERAL

E911 Universal Emergency Number Service is a method of routing 911 calls to a Public Safety Answering Point (PSAP) that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It can include selective routing.

2. DEFINITIONS

2.1 As used herein and for the purposes of this Article, the following terms will have the meanings set forth below:

2.1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from TWCIS (WI)'s End Office to the Selective Router in accordance with applicable NENA Standards.

2.1.2 "ALI Database" - A database which stores information associated with End User customers' telephone numbers.

2.1.3 "Automatic Location Identification" or "ALI" means a record that includes the subscriber's name, street address, emergency service number and other predetermined information associated with the E-911 caller's telephone number.

2.1.4 "Automatic Number Identification" or "ANI" means the telephone encoding of a subscriber's telephone number, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database.

2.1.5 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.1.6 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.1.7 "E911 Customer or PSAP Operator" - A municipality or other state or local governmental unit, or an authorized agent of one or more

municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire service through the use of one telephone number, 911.

2.1.8 “E911” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service” or “E911 Service”) means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

2.1.9 “E911 Service Provider” is a local exchange carrier that provides the Selective Routers and Router to PSAP facilities used to route 911 calls to PSAPs. In addition, the E911 Service Provider furnishes ALI database services as required.

2.1.10 “Emergency Services” means law enforcement, fire, ambulance, rescue, and medical services.

2.1.11 “Emergency Service Number” or “ESN” means a three- to five-digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.1.12 “National Emergency Number Association” or “NENA” means a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number” for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.1.13 “Public Safety Answering Point” or “PSAP” - An answering location for 911 calls originating in a given area. The E911 PSAP Operator may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.1.14 “Selective Routing” and “Selective Router” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. CENTURYLINK RESPONSIBILITIES

3.1 When CenturyLink is the E911 Service Provider in a particular Rate Center in which TWCIS (WI) furnishes local telephone exchange service, CenturyLink shall have the obligations in this Section 3 and its subsections.

3.2 Call Routing

3.2.1 CenturyLink will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer (PSAP).

3.2.2 CenturyLink will forward the calling party number (ANI) it receives from TWCIS (WI) and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If ANI is forwarded by TWCIS, but no ALI record is found in the E911 DBMS, CenturyLink will report this “No Record Found” condition to TWCIS (WI) in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 CenturyLink shall provide and maintain sufficient dedicated E911 circuits/trunks from each applicable Selective Router to the PSAP(s) of the E911 PSAP Operator, according to provisions of the applicable State authority, applicable NENA standards and documented specifications of the E911 PSAP Operator. CenturyLink will permit TWCIS (WI) to lease 911 facilities from TWCIS (WI)’s network to CenturyLink’s Selective Router(s) at the rates set forth in Article IX (Pricing). TWCIS (WI) has the option to secure alternative 911 facilities from another provider to provide its own facilities.

3.3.2 Upon written request by TWCIS, CenturyLink shall, in a timely fashion and at no charge, provide TWCIS (WI) with a description of the geographic area (or Rate Centers) and PSAPs served by the E911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

- 3.3.3 CenturyLink and TWCIS (WI) will cooperate to promptly test all trunks and facilities between TWCIS (WI)'s switch and the CenturyLink SR(s) in accordance with industry standards

3.4 Database

- 3.4.1 Where CenturyLink manages the E911 database, CenturyLink shall store TWCIS (WI)'s End User 911 Records (that is, the name, address, and associated telephone number(s) for each of TWCIS (WI)'s End Users within the area served by the PSAP) in the electronic data processing database for the E911 DBMS. TWCIS (WI) or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where it is the DBMS provider, CenturyLink shall password protect to the E911 database or central office based database management systems for use by local exchange telecommunications companies solely for the purpose of updating subscriber records when local exchange telecommunications companies are responsible for updating such records.
- 3.4.3 CenturyLink shall coordinate access to the CenturyLink E911 DBMS for the initial loading and updating of TWCIS (WI)'s End User 911 Records.
- 3.4.4 CenturyLink ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.5 CenturyLink will update TWCIS (WI)'s End User 911 Records in the E911 DBMS if TWCIS (WI) uses CenturyLink's E911 gateway to maintain TWCIS (WI)'s End User records. Because TWCIS (WI) does not participate in the County contract for E911 service, such updates shall be subject to an applicable charge as set forth more fully in Section 3.4.8. CenturyLink will then provide TWCIS (WI) an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures to be provided to TWCIS (WI).
- 3.4.6. Where CenturyLink manages the DBMS, CenturyLink shall provide TWCIS (WI) with an electronic file containing the Master Street Address Guide (MSAG) for TWCIS (WI)'s respective exchanges or communities for areas where TWCIS (WI) does business as a local exchange service provider. Additional copies of the MSAG file are available at the rate set forth in Article IX (Pricing).
- 3.4.7 Where CenturyLink manages the DBMS, CenturyLink shall establish a process for the management of NPA splits by populating the DBMS with the appropriate Numbering Plan Area (NPA) codes.

- 3.4.8 CenturyLink will charge TWCIS (WI) for each TWCIS (WI) End User customer record that CenturyLink maintains in the E911 database or DBMS. The applicable per record charge is set forth in Article IX (Pricing), Section IV(B) as the CenturyLink ALI Database charge.

4. TWCIS (WI) RESPONSIBILITIES

- 4.1 When CenturyLink is the E911 Service Provider in an exchange where TWCIS (WI) offers local exchange service and wants to commence provision of such service, TWCIS (WI) shall have the obligations in this Section 4 and its subsections.
- 4.2 Call Routing
- 4.2.1 TWCIS (WI) will transport 911 calls from its switch to the applicable CenturyLink Selective Router associated with each exchange where TWCIS (WI) provides basic local exchange service or other service that includes 911 or E911 functionality.
- 4.2.2 TWCIS (WI) will forward the ANI information of the party calling 911 to the CenturyLink Selective Router.
- 4.3 Facilities and Trunking
- 4.3.1 TWCIS (WI) shall provide sufficient facilities and trunks at each CenturyLink 911 Selective Router that serves each exchange area in which TWCIS (WI) is providing exchange service. TWCIS (WI) acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and TWCIS (WI) shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 Selective Router.
- 4.3.2 TWCIS (WI) shall obtain a minimum of two dedicated one-way outgoing trunks (DS0 level or better) to reach each PSAP and will connect these trunks to the Selective Router that serves the PSAP in accordance with applicable NENA standards. Where a Selective Router serves more than one PSAP, for CMRS and nomadic VOIP providers, the pairs of trunks will be dedicated to specific PSAPs associated with TWCIS (WI)'s exchange areas. For purposes of this Article VII, the term "nomadic VoIP provider" shall be defined as a provider of interconnected VoIP services that offers its End User Customers the ability to send and receive calls from any location with a broadband connection, rather than providing such service from a fixed location or address. TWCIS (WI) shall maintain transport capacity sufficient to route traffic over trunks between TWCIS's switch and the CenturyLink Selective Router. TWCIS (WI) shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured

using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized governmental authority.

- 4.3.3 TWCIS (WI) is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.
 - 4.3.4 TWCIS (WI) is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the CenturyLink 911 Selective Router(s).
 - 4.3.5 TWCIS (WI) shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If TWCIS (WI)’s traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, TWCIS (WI) shall add additional trunks.
 - 4.3.6 TWCIS (WI) will cooperate with CenturyLink to promptly test all 911 trunks and facilities between TWCIS (WI)’s network and the CenturyLink 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 Service. TWCIS (WI) agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.4 Selective Router Port Charges/Terminations for Connecting Companies
- 4.4.1 TWCIS (WI) will be charged a monthly recurring and one-time charge per trunk to establish the hardware connection to the Selective Router that provides connectivity for incoming 911 trunks to enable competitive local exchange carrier access to the emergency services network. Such connectivity charges are set forth in Article IX (Pricing), Section IV and shall apply to TWCIS (WI) pursuant to this Article. A Selective Router Port Connection is required for each individual trunk.
 - 4.4.2 In addition to the standard connectivity charge, a CMRS/VOIP Service Additive is an additional monthly charge specifically for software/firmware required only by CMRSs and nomadic VOIP providers to provide for multiple 10-20 digit streams using a Call Associated Signaling (CAS) arrangement. The Additive will not be charged to TWCIS (WI) because TWCIS (WI)’s services are not nomadic services.
 - 4.4.3 Third Party Frame Relay Access Device (FRAD) Connectivity provides retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyLink Third Party Database over a Non-Call Associated Signaling (NCAS) solution. Upon receipt of a call at the PSAP location, a request is forwarded through the ANI/ALI Controller that first queries a CenturyLink-controlled database for specific caller information via a full period data circuit. If the information is unavailable with the

CenturyLink-controlled database, software "broadcasts" a request for data through a Frame Relay network to Third Party-controlled databases to retrieve the data. Third Party FRAD Connectivity is composed of the two below components

4.4.3.1 FRAD Access establishes a Frame Relay connection at the Central Office as well as whatever data circuits are needed to gain access to the Frame Relay network provider. Data connectivity to the Third Party Frame Relay service is additional and must be coordinated by the provider requiring service. The third-party record provider must provide the 56k circuit.

4.4.3.2 Steerable ALI Software is required for each Competitive Local Provider or wireless vendor or their agent for each CenturyLink controlled database platform to which a Non-Call Associated Signaling (NCAS) connection is required. Steerable ALI is a Software product that provides a means of "broadcasting" a request for data across all active channels to retrieve the proper ANI/ALI information for a given request.

4.5 Database

4.5.1 Once E911 trunking has been established and tested between TWCIS (WI)'s End Office and appropriate Selective Routers, TWCIS (WI) or its representatives shall be responsible for providing TWCIS (WI)'s End User 911 Records to CenturyLink for inclusion in CenturyLink's DBMS on a timely basis.

4.5.2 TWCIS (WI) or its agent shall provide initial and ongoing updates of TWCIS (WI)'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.5.3 TWCIS (WI) shall adopt use of a CenturyLink ID on all TWCIS (WI) End User 911Records in accordance with NENA standards. The CenturyLink ID is used to identify the carrier of record in facility configurations.

4.5.4 TWCIS (WI) is responsible for providing CenturyLink updates to the ALI database. In addition, TWCIS (WI) is responsible for correcting any errors that may occur during the entry of their data to the CenturyLink 911 DBMS.

4.5.5 TWCIS (WI) shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.6 Other

4.6.1 If TWCIS (WI) uses a third-party database provider, , as defined in Section 4.3.2 (above), TWCIS (WI) shall obtain its own routable but non-dialable ESQs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these ESQs to CenturyLink for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, TWCIS (WI) shall promptly obtain the appropriate number of additional ESQs to be allocated to each PSAP as may be appropriate under the circumstances. The term ESQK as used herein, shall be defined as an Emergency Services Query Key, which is used by the National Emergency Numbering Association (NENA) as a key to identify a call instance at a VoIP Positioning Center, and which is associated with a particular selective router/emergency services number combination. TWCIS (WI) does not provide Nomadic VoIP service as defined in section 4.3.2 above.

4.6.2 [Intentionally left blank]

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from TWCIS (WI) to the designated CenturyLink 911 Selective Router(s).
- 5.2 Where SS7 connectivity is available and required by the applicable E911 Customer (PSAP), the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 5.3 TWCIS (WI) is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network or its leased non-CenturyLink network. CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from its network up to CenturyLink's 911 Selective Router if TWCIS (WI) obtains facilities from CenturyLink for this purpose. CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from the Selective Router to the appropriate PSAP(s). TWCIS (WI) is responsible for advising CenturyLink of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to TWCIS (WI) if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Article, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The Parties agree that E911 service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyLink and TWCIS (WI). These specifications shall be documented in a form which shall be provided by CenturyLink at the time of TWCIS (WI)'s initial contact with CenturyLink's 911 service team. TWCIS (WI) shall complete an ASR and submit it to CenturyLink not later than forty-five (45) days prior to the date TWCIS (WI) intends to begin providing basic local exchange service in a particular Rate Center in which TWCIS (WI) is authorized to provide local telephone exchange service. CenturyLink shall complete its portion of the ASR and return it to TWCIS (WI) not later than fifteen (15) days after receipt of the ASR from TWCIS (WI).
- 7.2 TWCIS (WI) must obtain documentation of approval of the ASR from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which TWCIS (WI)'s retail End Users are located. TWCIS (WI) shall provide documentation of all requisite approval(s) to CenturyLink prior to the use of TWCIS (WI)'s E911 connection for actual emergency calls. TWCIS (WI)'s process to obtain approval will be done in accordance with applicable State statutes or requirements as appropriate.
- 7.3 Each Party has designated a representative who has the authority to complete additional Specifications Forms when necessary to accommodate expansion of the geographic area of TWCIS (WI) into the jurisdiction of additional PSAPs or to increase the number of trunks. TWCIS (WI) must obtain approval from the applicable E911 PSAP Operator of each additional ASR, as set forth in this Section 7, and shall furnish documentation of all requisite approvals of each additional ASR in accordance with this Section 7.

8. BASIS OF COMPENSATION

- 8.1 Compensation to CenturyLink for provision of connection to E911 service provided will be in accordance with the charges set forth in Article IX (Pricing), and applied in accordance with the specifications and configurations set forth in the ASR.
- 8.2 Charges will begin on the date connection to E911 service commences and shall be billed on monthly statements in advance. Payment will be made in accordance with Article III of the Agreement.
- 8.3 In satisfaction of TWCIS (WI) orders or requests related to E911 Service, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Article. In such event CenturyLink is entitled to reimbursement from TWCIS (WI) for all such costs, where mutually agreed upon, and following specific, detailed notice by CenturyLink to TWCIS (WI) of the specific costs for which CenturyLink seeks reimbursement, and following TWCIS (WI)'s acceptance of such reimbursement liability and concurrence to proceed with fulfilling the order or request. For all such costs and expenses, CenturyLink shall be reimbursed, through individual case basis non-recurring charges ("NRCs"), for the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges.

9. LIABILITY

- 9.1 E911 Service is provided by CenturyLink subject to State statutory limitations of liability and the following subsections.
- 9.2 CenturyLink's entire liability to TWCIS (WI) or any TWCIS (WI) Customer for interruption or failure of any aspect of E911 shall be limited by the terms set forth in this Section 9, the Rules and Regulations section of this Article, and in any sections of other Articles which apply to the provision of E911 by CenturyLink. E911 is offered solely to assist TWCIS (WI) in providing E911 in conjunction with applicable fire, police, and other public safety agencies. By providing E911 to TWCIS (WI), CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than TWCIS (WI).
- 9.3 CenturyLink shall not be liable for civil damages, whether in contract, tort or otherwise, to TWCIS (WI) or any TWCIS (WI) Customer for any loss or damage caused by any act or omission of CenturyLink or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of E911 other than an act or omission constituting gross negligence or reckless, wanton or willful misconduct. However, in no event shall CenturyLink's liability to TWCIS (WI) or any TWCIS (WI) Customer for any loss or damage exceed an amount equal to the prorated allowance of the applicable rate set forth in

Article IX (Pricing) for the services or facilities provided to TWCIS (WI) for the time such interruption to service or facilities continues, after notice by TWCIS (WI) to CenturyLink. No allowance shall be made to the extent that the interruption is due to the negligence or willful act of TWCIS (WI). In no event shall CenturyLink be held liable, whether based in contract, warranty, indemnity, tort (including negligence), strict liability or alternative tort remedies or any other theory of law or equity, for any indirect, special, incidental, punitive, exemplary or consequential damages whatsoever, including but not limited to loss of profits, revenue or business opportunities arising out of or in connection with its provision of E911 service under this Agreement.

- 9.4 TWCIS (WI) shall indemnify and hold harmless CenturyLink from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity against CenturyLink as a result of any act or omission of TWCIS (WI) or any of its employees, directors, officers, contractors or agents, except for CenturyLink acts of negligence, gross negligence or wanton or willful misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of E911 or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of E911 Service.
- 9.5 CenturyLink shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911 when any 911 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.
- 9.6 CenturyLink shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of E911 when there is a failure of or interruption E911 due to the attachment of any equipment by TWCIS (WI) to CenturyLink facilities. TWCIS (WI) may, with the prior written consent of CenturyLink, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by CenturyLink. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. CenturyLink reserves the right to refuse attachments if CenturyLink determines that said attachments

will degrade E911 ordered by TWCIS (WI), CenturyLink facilities, or otherwise affect its telephone operations.

- 9.7 CenturyLink shall not be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyLink in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to emergency response agencies responding to calls placed to an E911service using such information to provide an E911 Service.
- 9.8 It is the obligation of TWCIS (WI) to answer, and transmit to the appropriate CenturyLink Selective Router all E911 telephone calls that originate from TWCIS (WI)'s End User customers.
- 9.9 CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service, to the extent caused or contributed to by the negligence or willful act of any person other than CenturyLink, or arising from the use of TWCIS (WI) provided facilities or equipment.

10. PRICING

- 10.1 CenturyLink's provision of 911/E911 services to TWCIS (WI), as set forth in this Article, shall be subject to the rates and/or charges set forth in Article IX (Pricing).

ARTICLE VI: MAINTENANCE

1. GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to TWCIS (WI) shall be equal in quality to that which CenturyLink provides to itself, any Subsidiary, Affiliate or third party. To the extent CenturyLink provides maintenance and/or repair services to TWCIS (WI)'s End User customers, such services shall be equal in quality to that which CenturyLink provides to its own End Users. CenturyLink agrees to respond to TWCIS (WI) trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End Users or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to TWCIS (WI) and/or TWCIS (WI)'s Customers only to the extent required by Applicable Law.

2. MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyLink shall not respond to maintenance and/or repair calls directly from TWCIS (WI)'s End User customers. TWCIS (WI) shall initiate any and all maintenance and/or repair calls to CenturyLink on behalf of TWCIS (WI)'s End User customers.
- 2.2 CenturyLink will provide a single point of contact (SPOC) for all of TWCIS (WI)'s maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyLink Service Guide.
- 2.3 On a reciprocal basis, TWCIS (WI) will provide CenturyLink with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 TWCIS (WI) agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs as may be agreed to by the Parties. . Before contacting CenturyLink's Trouble Maintenance Center (CTMC), TWCIS (WI) must first conduct trouble isolation to ensure that the trouble does not originate from TWCIS (WI)'s own equipment or network or the equipment of TWCIS (WI)'s End User customer.
- 2.5 If (a) TWCIS (WI) reports to CenturyLink an End User customer trouble, (b) TWCIS (WI) requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then TWCIS (WI) shall pay CenturyLink

time and material and maintenance service charges set forth in Article IX (Pricing) for time associated with said dispatch. In addition, this charge also applies when the End User customer contact as designated by TWCIS (WI) is not available at the appointed time. TWCIS (WI) accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of TWCIS (WI) instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a time and material and maintenance service charge set forth in Article IX (Pricing) will be assessed per occurrence to TWCIS (WI) by CenturyLink. If as the result of TWCIS (WI)'s instructions, CenturyLink is erroneously requested to dispatch to a site outside of CenturyLink's company premises ("dispatch out"), a time and material and maintenance service charge set forth in Article IX (Pricing) will be assessed per occurrence to TWCIS (WI) by CenturyLink.

- 2.6 For purposes of this Article, services, facilities and equipment provided to TWCIS (WI) through resold service or as Unbundled Network Elements will be considered restored, or a trouble resolved, when the quality of the resold service or Unbundled Network Elements is equal to that provided before the outage or the trouble occurred.

3. ESCALATION PROCEDURES

- 3.1 Each Party will provide the other Party with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of management personnel who are responsible for maintenance and/or repair issues.
- 3.2 On a reciprocal basis, TWCIS (WI) will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

4. EMERGENCY RESTORATION

- 4.1 TWCIS (WI) may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact TWCIS (WI) Customers and End Users.
 - 4.1.1 CenturyLink will establish an SPOC to provide TWCIS (WI) with information relating to the status of restoration efforts and problem resolution during any restoration process.
 - 4.1.2 CenturyLink shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration.

CenturyLink agrees that Telecommunications Service Priority (“TSP”) services for TWCIS (WI) carry equal priority with CenturyLink TSP services for restoration. CenturyLink will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5. MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End Users or to market services.

6. PREMISES VISIT PROCEDURES

- 6.1 CenturyLink maintenance of service charges, for premises visits requested by TWCIS (WI), when applicable, will be billed by CenturyLink to TWCIS (WI), and not to TWCIS (WI)’s Customers or End Users.
- 6.2 Dispatching of CenturyLink’s technicians to TWCIS (WI)’s Customer’s premises shall be accomplished by CenturyLink pursuant to a request received from TWCIS (WI).
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyLink personnel are required pursuant to this Agreement to interface directly with End Users for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the End User customer, if asked, that he or she is there acting on behalf of the customer’s local service provider. In these situations, any written “leave behind” materials that CenturyLink technicians provide to the End User will be non-branded materials that do not identify the work being performed as being performed by CenturyLink. CenturyLink will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to an End User customer’s premises and the End User customer is not at home, the CenturyLink technician will leave at the End User customer’s premises a non-branded “no access” card requesting the End User customer to call his local service provider for rescheduling of the repair.

7. TESTING

- 7.1 All troubles affecting CenturyLink's Unbundled Network Elements leased by TWCIS (WI) that are determined not to be End User-related or in TWCIS (WI)'s provided network facilities will be reported by TWCIS (WI) to CenturyLink. Upon receipt of a trouble report on such Network Elements, CenturyLink will test and sectionalize all elements purchased from (or provided by) CenturyLink. If CenturyLink determines that a trouble is isolated or sectionalized in network facilities provided by TWCIS (WI), then CenturyLink will refer the trouble ticket back to TWCIS (WI) for handling.

8. PRICING

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article IX (Pricing), and such rates and charges shall apply.

ARTICLE VII: ADDITIONAL SERVICES

1. NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If TWCIS (WI) requests that CenturyLink port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in

CenturyLink's Service Guide, which will comply with applicable FCC rules, regulations and orders. TWCIS(WI)'s consent to follow the Local Number Portability Ordering Process in the CenturyLink Service Guide shall not be deemed as consent that the Service Guide is incorporated into, or otherwise made a part of, this Agreement. Further, TWCIS (WI)'s consent to follow the Local Number Portability Ordering Process in the CenturyLink Service Guide shall not establish any liability upon TWCIS (WI), nor shall CenturyLink assess any charges on TWCIS (WI) for number porting, or service order charges associated with such requests. The Parties will provide porting in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

- 1.2.2.1 Prior to the issuance of porting timelines by the NANC and the LNPA Working Group implementing the FCC's LNP Order, CC Docket No. 95-116, *In the Matter of Telephone Number Portability*, rel May 13, 2009 (*LNP Interval Order*), the LSR will have a requested due date that is not less than the standard interval of four (4) Business Days. Thereafter the LSR will have a requested due date that is not less than the interval(s) established by the FCC.
- 1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time an LSR is received.
- 1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location, within a given state. For purposes of this provision, "large quantities" shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (*e.g.*, Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects

(“projects”), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.

- 1.2.3 Notwithstanding any other provision of this Agreement, the Pricing Appendices, and any attachment or appendix incorporated herein, the Parties shall not assess charges on one another for porting telephone numbers, or for processing orders associated with requests for porting numbers. Neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, change or cancel a previously submitted LSR.
- 1.2.4 The Parties agree that an End User may geographically relocate at the same time as it ports its telephone number to the Recipient Party; provided, however, that the Donor Party may require that the End User’s relocation at the time of the port to the Recipient Party be limited to the geographic area represented by the NXX of the ported telephone number. The Donor Party may not impose a relocation limitation on the Recipient Party that is more restrictive than that which the Donor Party would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Donor Party may not impose any restrictions on relocation within the same Rate Center by a ported End User while that End User is served by the Recipient Party.
- 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a TWCIS (WI) in a LATA, CenturyLink will route traffic destined for TWCIS (WI)’s End User customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
- 1.2.6 When CenturyLink receives an unqueried call from TWCIS (WI) to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in Article IX (Pricing) at Section I(B), and NP dip charge, as set forth in Article IX (Pricing) at Section III(D), will apply.
- 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976

NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term “Official Communications Service (OCS)” means the internal telephone numbers used by CenturyLink or TWCIS (WI).

- 1.2.8 When a ported telephone number becomes vacant, e.g. the number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
 - 1.2.9 The Recipient Party will be responsible for the End User’s other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User’s telephone number in its switch.
- 1.3 Cut-Over Process for Number Porting Orders
- 1.3.1 TDT Cut-Overs.
 - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink will update its CenturyLink Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
 - 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.
 - 1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.
 - 1.3.2 Coordinated Hot Cuts (CHC).
 - 1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Service Guide.
 - 1.3.2.2 Pricing for Coordinated Hot Cut.

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section III(D) of Article IX (Pricing).

1.3.2.2.2 For calculating “time” and/or “additional time” labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), each Party shall allow the other Party access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to that Party’s Tariffs that contain rates, terms and conditions for access to poles, ducts, conduits and rights-of-way (ROW), and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if either Party desires access to the other Party’s poles, ducts, conduits or ROWs, the requesting Party shall make such request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

2.2 Pole Attachment & Conduit Occupancy Agreements. The Parties agree that pole attachment and conduit occupancy agreements must be executed separately before either Party makes any pole attachments to the other Party’s poles or uses the other Party’s conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

3. ACCESS TO NETWORK INTERFACE DEVICE (NIDS)

3.1 Existing NIDS. CenturyLink shall make available to TWCIS (WI), or to TWCIS (WI)’s designee, pursuant to this Agreement NIDs Currently Available in CenturyLink’s network. CenturyLink shall have no obligation to construct or deploy new facilities or equipment in order to provision a NID to satisfy TWCIS (WI)’s request. NIDs shall remain the

property of CenturyLink. References to TWCIS (WI) in this Section 3 shall refer and apply to TWCIS (WI) and its designee.

- 3.2 Impairment of Service. TWCIS (WI)'s use of any CenturyLink NID, or of its own equipment or facilities in conjunction with any CenturyLink NID, will not materially interfere with or impair service over any facilities of CenturyLink, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyLink may discontinue TWCIS (WI)'s offending service or refuse service if TWCIS (WI) violates this provision.
- 3.3 Subject to the provisions of this Section 3.0 and its subsections, CenturyLink shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article IX (Pricing), and such rates and charges shall apply to any TWCIS (WI) use of the CenturyLink NID. TWCIS (WI)'s use of the NID is defined as any circumstance where a TWCIS (WI) provided wire is connected to End User's Inside Wiring in any manner and such connection is housed within any portion of the NID.
- 3.4 Except in those multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User's Inside Wiring is under the control of the End User. Conflicts between telephone service providers for access to the End User's Inside Wire must be resolved by the End User.
- 3.5 TWCIS (WI) may access the NID on CenturyLink's network side or the End User access side on a stand-alone basis to permit TWCIS (WI) to connect its own loop facilities to the premises wiring at any End User customer location. TWCIS (WI) may not access the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by TWCIS (WI) will be performed by CenturyLink based on the Time and Material Charges set out in Article IX (Pricing). CenturyLink, at the request of TWCIS (WI), will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article IX (Pricing). TWCIS (WI) may elect to disconnect CenturyLink's Local Loop from the NID on the End User's access side of the NID, but TWCIS (WI) shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall TWCIS (WI) connect to use either side of the NID unless the CenturyLink network is first disconnected from the NID as set forth in this Article.
 - 3.5.1 Notwithstanding any other provision of this Agreement, when TWCIS (WI) is connecting a TWCIS (WI) provided loop to the

End User's Inside Wiring at the TWCIS (WI) provided interface device (i.e. terminal equipment) without also connecting within the End User access side of the CenturyLink NID, TWCIS (WI) does not need to submit a request to CenturyLink and CenturyLink shall not charge TWCIS (WI) for access to the CenturyLink NID, unless any portion of such connection, including but not limited to the End User's Inside Wire or the TWCIS (WI) provided loop, is housed within any portion of the NID. If any portion of such connection is housed within any portion of the NID, NID use charges shall apply. Removing the End User's Inside Wire from the protector lugs and leaving the capped off End User customer wire within the NID is the only situation not considered use of the NID.

- 3.6 With respect to multiple dwelling units or multiple-unit business premises, TWCIS (WI) shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID.
- 3.7 CenturyLink shall be under no obligation to install a NID in order to enable TWCIS (WI) to interconnect to such NID, but CenturyLink shall make available to TWCIS (WI) any NID that exists at the time TWCIS (WI) seeks interconnections to a NID to serve an End User. The NIDs that TWCIS (WI) uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.
- 3.8 In no case shall TWCIS (WI) access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall TWCIS (WI) attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall TWCIS (WI) remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

ARTICLE VIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (“OSS”)

1. INTENTION OF THE PARTIES

- 1.1 It is the Parties’ intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyLink and TWCIS (WI) with regard to access to, use of services provided by, or information obtained pursuant to the CenturyLink Operations Support Systems that are described within the various articles of the Interconnection Agreement and/or the CenturyLink Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that TWCIS (WI) can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyLink.

2. DEFINITIONS

- 2.1 CenturyLink Operations Support Systems: CenturyLink systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyLink OSS Services: Access to CenturyLink Operations Support Systems functions. The term “CenturyLink OSS Services” includes, but is not limited to: (a) CenturyLink’s provision of TWCIS (WI) Usage Information to TWCIS (WI) pursuant to Sections 2.8 and 9.0 below; (b) CenturyLink’s provision of TWCIS (WI) Billing Information to TWCIS (WI) pursuant to Sections 2.9 and 10.0 below; and (c) “CenturyLink OSS Information,” as defined in Section 2.4 below.
- 2.3 CenturyLink OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyLink to provide CenturyLink OSS Services or CenturyLink Pre-OSS Services to TWCIS (WI).
- 2.4 CenturyLink OSS Information: The term “CenturyLink OSS Information” includes, but is not limited to: (a) any Customer Information related to a CenturyLink Customer accessed by, or disclosed or provided to, TWCIS (WI) through or as a part of CenturyLink OSS Services or CenturyLink Pre-OSS Services; (b) any TWCIS (WI) Usage Information (as defined in Section 2.8 below); and (c) any TWCIS (WI) Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, TWCIS (WI).
- 2.5 CenturyLink Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyLink OSS Service and that CenturyLink offers to provide to TWCIS (WI) prior to, or in lieu of, CenturyLink’s provision of the CenturyLink OSS Service to TWCIS (WI). The term “CenturyLink Pre-OSS Services” includes, but is not limited to, the activity of placing orders

for CenturyLink Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface (“Web GUI”) communication.

- 2.6 CenturyLink Retail Telecommunications Service: Any Telecommunications Service that CenturyLink provides at retail to subscribers that are not Telecommunications Carriers. The term “CenturyLink Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyLink.
- 2.7 Customer Information: Customer Proprietary Network Information (“CPNI”) of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 TWCIS (WI) Usage Information: The usage information for a CenturyLink Retail Telecommunications Service purchased by TWCIS (WI) under this Agreement that CenturyLink would record if CenturyLink was furnishing such CenturyLink Retail Telecommunications Service to a CenturyLink retail End User.
- 2.9 TWCIS (WI) Billing Information: The billing information for a CenturyLink Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by TWCIS (WI) under this Agreement (as well as Meet-Point Billing Data), purchased by TWCIS (WI) under this Agreement that CenturyLink would provide if CenturyLink was furnishing such services or facilities to a CenturyLink Customer.

3. SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyLink shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyLink to TWCIS (WI) for resale or use in the provision of Telecommunications Services.

4. FUTURE ENHANCEMENTS TO CENTURYLINK OSS FACILITIES

If CenturyLink makes enhancements to the existing CenturyLink OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, TWCIS (WI) will use such interfaces to obtain CenturyLink OSS Services; and (b) CenturyLink may at its option discontinue any CenturyLink OSS Facilities that the enhanced facilities have been designed to replace.

5. NOTICES

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

6. CENTURYLINK OSS SERVICES

- 6.1 Upon request by TWCIS (WI), CenturyLink shall provide to TWCIS (WI), pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyLink Pre-OSS Services, or at CenturyLink's option, access to CenturyLink OSS Services. CenturyLink shall not be required to provide TWCIS (WI) access to CenturyLink OSS Services if such are not available and CenturyLink provides TWCIS (WI) access to applicable CenturyLink Pre-OSS Services.
- 6.2 Subject to the requirements of Applicable Law, CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services that will be offered by CenturyLink, shall be as determined by CenturyLink. Subject to the requirements of Applicable Law, CenturyLink shall have the right to change CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services, from time-to-time, without the consent of TWCIS (WI).
- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyLink Service Guide. Notwithstanding the foregoing, the CenturyLink Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on TWCIS (WI). The service order charges set forth pursuant to this Agreement, if any, shall apply to all orders placed via OSS or pre-OSS services, except as specifically provided otherwise in this Agreement.

7. ACCESS TO AND USE OF CENTURYLINK OSS FACILITIES

- 7.1 CenturyLink OSS Facilities may be accessed and used by TWCIS (WI) only for TWCIS (WI)'s access to and use of CenturyLink Pre-OSS Services or CenturyLink OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyLink OSS Facilities may be accessed and used by TWCIS (WI) only to provide Telecommunications Services to TWCIS (WI) Customers in the State.
- 7.3 TWCIS (WI) shall restrict access to and use of CenturyLink OSS Facilities to TWCIS (WI). TWCIS (WI) shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except TWCIS (WI)'s employees, agents, and contractors, in

accordance with Section 7.7 below), to access or use CenturyLink OSS Facilities.

- 7.4 TWCIS (WI) shall not (a) alter, modify or damage the CenturyLink OSS Facilities (including, but not limited to, CenturyLink software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyLink OSS Facilities; (c) use CenturyLink OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyLink OSS Facilities by any unauthorized person; or (e) obtain access through CenturyLink OSS Facilities to CenturyLink databases, facilities, equipment, software, or systems, which are not authorized for TWCIS (WI)'s use under this Section 7.0.
- 7.5 TWCIS (WI) shall comply with all practices and procedures established by CenturyLink for access to and use of CenturyLink OSS Facilities (including, but not limited to, CenturyLink practices and procedures with regard to security and use of access and user identification codes).
- 7.6 All practices and procedures for access to and use of CenturyLink OSS Facilities, and all access and user identification codes for CenturyLink OSS Facilities: (a) shall remain the property of CenturyLink; (b) shall be used by TWCIS (WI) only in connection with TWCIS (WI)'s use of CenturyLink OSS Facilities permitted by this Section 7.0; (c) shall be treated by TWCIS (WI) as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by TWCIS (WI) to CenturyLink upon the earlier of a request by CenturyLink or the expiration or termination of the Agreement.
- 7.7 TWCIS (WI)'s employees, agents and contractors may access and use CenturyLink OSS Facilities only to the extent necessary for TWCIS (WI)'s access to and use of the CenturyLink OSS Facilities permitted by this Agreement. Any access to or use of CenturyLink OSS Facilities by TWCIS (WI)'s employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. TWCIS (WI) shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Facilities.
- 7.8 CenturyLink will provide TWCIS (WI) with access to the CenturyLink Pre-OSS Services and CenturyLink OSS Facilities during the same hours of operation that apply to CenturyLink's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyLink shall provide support during Retail Operations Hours sufficient to provide TWCIS (WI) with service at the same level provided to CenturyLink's own retail operations.

8. CENTURYLINK OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, TWCIS (WI) shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for TWCIS (WI)'s internal use for the provision of Telecommunications Services to TWCIS (WI) Customers in the State.
- 8.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, TWCIS (WI) shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.
- 8.2.1 TWCIS (WI) shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 TWCIS (WI) shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except TWCIS (WI)'s employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 8.2.3 below.
- 8.2.3 TWCIS (WI)'s employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for TWCIS (WI)'s access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by TWCIS (WI)'s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. TWCIS (WI) shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.
- 8.2.4 TWCIS (WI)'s right to use CenturyLink OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyLink OSS Information received by TWCIS (WI) shall be destroyed or returned by TWCIS (WI) to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), TWCIS (WI)'s access to CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

- 8.3.1 CenturyLink may, upon TWCIS(WI)'s consent, which consent shall not be unreasonably withheld, audit TWCIS (WI) to ascertain whether TWCIS (WI) is complying with the requirements of Applicable Law and this Agreement with regard to TWCIS (WI)'s access to, and use and disclosure of, CenturyLink OSS Information.
 - 8.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink may, upon TWCIS(WI)'s consent, which consent shall not be unreasonably withheld, monitor TWCIS (WI)'s access to and use of CenturyLink OSS Information which is made available by CenturyLink to TWCIS (WI) pursuant to this Agreement, to ascertain whether TWCIS (WI) is complying with the requirements of Applicable Law and this Agreement, with regard to TWCIS (WI)'s access to, and use and disclosure of, such CenturyLink OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor TWCIS (WI)'s access to and use of CenturyLink OSS Information which is made available by CenturyLink to TWCIS (WI) through CenturyLink OSS Facilities.
 - 8.3.3 Information obtained by CenturyLink pursuant to this Section 8.0 shall be treated by CenturyLink as Confidential Information of TWCIS (WI) pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyLink shall have the right (but not the obligation) to use and disclose information obtained by CenturyLink pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.
- 8.4 Customer Proprietary Network Information (CPNI).
- 8.4.1 TWCIS (WI) will not access CenturyLink's pre-order functions to view CPNI of another carrier's customer unless authorization for the release of CPNI has been given by that carrier's customer. Consistent with Section 29 of Article III, TWCIS (WI) will not be required to provide CenturyLink with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with Applicable Law.
 - 8.4.2 CenturyLink and TWCIS (WI) are responsible for effecting the maintenance of records of individual customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.
 - 8.4.3 Both Parties are solely responsible for determining whether proper authorization has been obtained. To the extent required by Article

III, Section 30, both Parties shall indemnify, defend, and hold the other Party and other applicable indemnified persons harmless from any Claim arising out of or relating to either Party's failure to obtain proper CPNI consent from an End User or customer.

8.4.4 Each Party is solely responsible for determining whether proper authorization has been obtained from its End User(s) as required in this Section 8. To the extent required by Article III Section 30, the Parties agree that each Party shall indemnify, defend and hold the other Party and other applicable indemnified persons harmless from any Claim arising out of or related to the indemnifying Party's failure to obtain proper CPNI consent from an End User. With respect to TWCIS (WI), the obligations under this Section 8.4.3 include, to the extent required by Article III Section 30, the obligation to indemnify, defend and hold CenturyLink and other applicable indemnified persons harmless from any Claim arising out of or related to TWCIS (WI)'s failure to submit to CenturyLink a proper CPNI consent from an End User.

8.4.4 [Intentionally omitted].

8.5 Date Validation Files.

8.5.1 Upon request, CenturyLink will provide TWCIS (WI) with any of the following Data Validation Files via, at CenturyLink's option, CD-ROM, downloadable, email, or other electronic format:

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 TWCIS (WI) may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyLink will provide TWCIS (WI) with online access to documentation and user manuals that set forth the methods and procedures TWCIS (WI) must use in order to utilize the CenturyLink Pre-OSS Services or CenturyLink OSS Facilities, including the existing CenturyLink Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyLink. TWCIS (WI) agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink Pre-OSS Services of CenturyLink OSS Facilities in

accordance with this Article and shall be deemed “Confidential Information” and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9. TWCIS (WI) USAGE INFORMATION

- 9.1 TWCIS (WI) Usage Information will be available to TWCIS (WI) through the following:
 - 9.1.1 Daily Usage File through FTP or Connect:Direct.
 - 9.1.2 TWCIS (WI) Usage Information will be provided in a Telcordia Exchange Message Interface (EMI) format.
- 9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyLink.
- 9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, TWCIS (WI) Usage Information will be provided to TWCIS (WI) shall be determined by CenturyLink.

10. TWCIS (WI) BILLING INFORMATION

- 10.1 TWCIS (WI) Billing Information will be available to TWCIS (WI) through the following means:
 - 10.1.1 Monthly Web GUI Online through MyAccount;
 - 10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or
 - 10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.
- 10.2 To the extent that TWCIS (WI) Billing Information is not available by one of the means set forth in Section 10.1, CenturyLink may provide it in paper or other format.

11. LIABILITIES AND REMEDIES

- 11.1 If TWCIS (WI) or an employee, agent or contractor of TWCIS (WI) at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to TWCIS (WI), to suspend or terminate the right to use CenturyLink OSS Information granted by Section 8.1 above and/or the provision of CenturyLink OSS Services, in whole or in part.
- 11.2 TWCIS (WI) agrees that CenturyLink would be irreparably injured by a breach of this Article by TWCIS (WI) or the employees, agents or

contractors of TWCIS (WI), and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

- 11.3 Any breach of any provision of this Article by any employee, agent, or contractor of TWCIS (WI) shall be deemed a breach by TWCIS (WI).

12. RELATION TO APPLICABLE LAW

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

13. COOPERATION

TWCIS (WI), at TWCIS (WI)'s expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services or CenturyLink Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 TWCIS (WI) shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.
- 13.2 TWCIS (WI) shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services or CenturyLink Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services or CenturyLink Pre-OSS Services.
- 13.3 Upon CenturyLink's request, TWCIS (WI) shall participate in reasonable cooperative testing of CenturyLink OSS Services or CenturyLink Pre-OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services or CenturyLink Pre-OSS Services.

14. CENTURYLINK ACCESS TO INFORMATION RELATED TO TWCIS (WI)'S CUSTOMERS

- 14.1 CenturyLink shall have the right to access, use and disclose information related to TWCIS (WI)'s Customers(s)' End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by TWCIS (WI), its Customer or its End User in the manner required by Applicable Law.

- 14.2 Upon request by CenturyLink, TWCIS (WI) shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to TWCIS (WI)'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyLink to obtain information related to TWCIS (WI) and its Customer(s)' End Users to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15. CENTURYLINK PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyLink Pre-OSS Services that will be offered by CenturyLink shall be as determined by CenturyLink, and CenturyLink shall have the right to change CenturyLink Pre-OSS Services, from time-to-time, without the consent of TWCIS (WI).
- 15.1.1 TWCIS (WI) shall use the CenturyLink Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time TWCIS (WI) desires to place a request for a CSR or an LSR, TWCIS (WI) may submit its request or order by means of electronic mail or facsimile. The Manual Service Order Charge shall not apply to orders submitted when the Web GUI is not functioning and automated charges shall apply.
- 15.1.2 TWCIS (WI) shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyLink may provide such as its web-based ASR ordering system. A Manual Service Order Charge will apply if a manual order entry is required for TWCIS (WI). If electronic ordering is temporarily out of service or not available due to no fault of TWCIS (WI), and a manual order is required to enter the order on behalf of TWCIS (WI), no manual charge shall apply.
- 15.1.3 TWCIS (WI) shall use a CenturyLink-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 Intentionally left blank.
- 15.3 Any obligation imposed on TWCIS (WI) hereunder with respect to CenturyLink OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyLink Pre-OSS Services.
- 15.4 TWCIS (WI) acknowledges that the CenturyLink OSS Information is subject to change from time to time.

16. CANCELLATIONS

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

ARTICLE IX: PRICING

I. INTERCONNECTION PRICING

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access / ISP-Bound Traffic (If invoked pursuant to Article III, Section 7.2) \$TBD

Local Traffic that is also Information Access / ISP-Bound Traffic (pursuant to Article IV, Section 4.2.3) Bill and Keep

B. Unqueried Call Routing: \$.005 per minute

C. Entrance Facilities / Leased Facility Interconnection Intrastate Access Service Tariff - TCTSI. Access Service Tariff or Interstate Access Service Tariff (NECA FCC No. 5)

D. Initial Factors:

Initial Originated Local Traffic Factor 50%

E. Stranded Interconnection plant/facility per Article III, Section 11.6: "TBD"

II. 911

A. 911 Facilities from the Provider's owned or leased network to CenturyLink's Selective Router (if provided by CenturyLink)

Monthly Recurring Nonrecurring

911 Facilities from Provider to CenturyLink Selective Router

Special Access Circuits	Per State Special Access Tariff	Per State Special Access Tariff
-------------------------	---------------------------------	---------------------------------

B. Automatic Location Identification (ALI)

Connection to third party Database	Per State Access Tariff	Per State Access Tariff
Additional File Copy of MSAG	N/A	\$250.00
PANI Database and Selective Routing Billing Units	\$.09	\$.31
Per Record in CenturyLink's ALI Database	\$.10	\$.41
Miscellaneous Connection		
MF to SS7 Trunk Conversion Per Trunk	N/A	\$246.00
Port Connection	\$39.07	N/A
Wireless/VoIP Additive Per Connection	\$95.76	N/A

C. [Intentionally Left Blank]

III. DIRECTORY SERVICES RATES AND CHARGES

Preliminary Pages	No Charge
Directory Listings Primary Listings as Specified in Article IX	No Charge
Tariff Items requested by TWCIS (WI) <i>(e.g., additional listings, foreign listings, enhanced listings)</i> CenturyLink Company Name, Inc. General Exchange Tariff	
Order Fulfillment	No Charge
White Pages Galleys/Page Proofs/Corrections to Listings	Cost determined

by Publisher
upon request by
TWCIS (WI)

IV. OTHER PRICING

A. Pre-ordering

CLEC Account Establishment	\$259.78
Customer Record Search Per Account Submitted by one Party to the other Party	\$ 8.74

B. Ordering submitted by one Party to the other Party

Initial Service Order

Simple	\$ 14.02
Complex	\$ 65.77

Subsequent Service Order	\$ 7.53
--------------------------	---------

Manual Ordering Charge	\$ 12.17
------------------------	----------

C. Custom Handling

Service Order Expedite Request	\$ 12.60
--------------------------------	----------

Coordinated Conversion	\$ 17.76
------------------------	----------

Hot Coordinated Conversion (1 st Hour)	\$ 42.84
---------------------------------------------------	----------

Hot Coordinated Conversion (per add'l ¼ Hour)	\$ 10.71
-----------------------------------------------	----------

D. Additional Services

Network Interface Devices (stand alone)

	<u>MRC</u>
Basic NID	\$ 1.91
Complex (12 x) NID	\$ 1.91

	<u>NRC</u>
Initial Service Order (ISO)	\$ 33.38
Outside Facility Connection	\$ 43.69

NP Dip Charge	Per Interstate Access Tariff -Access Service
---------------	-------------------------------------------------

“Service Order Expedite” applies if a Party requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if a Party requests the other Party to provide notification and coordination of service cut-over prior to the service becoming effective.

“Hot Coordinated Conversion (1st Hour)” applies if a Party requests real-time coordination of a service cut-over that takes one hour or less.

“Hot Coordinated Conversion (per add’l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1st Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Network Interface Devices (These NRCs are in lieu of any Pre-ordering or Ordering and Provisioning NRCs):

“Initial Service Order” (ISO) applies to every Local Service Request (LSR) for NIDs.

“Outside Facility Connection” applies in addition to the ISO charge when incremental fieldwork is required.

ARTICLE X: DIRECTORY SERVICES

1. SCOPE

This Article sets forth the terms pursuant to which CenturyLink agrees to provide to TWCIS (WI) basic services associated with the Directories such as publication of listings and distribution. CenturyLink does not own a directory publishing affiliate. The terms of this Article are reflective of the terms provided to CenturyLink by its contracted external directory publishing source. The terms and conditions of this Article shall be applicable to all Directories published during the Term of the Agreement.

2. DIRECTORY SERVICES PROVIDED

2.1 The following terms set forth the services provided by CenturyLink to TWCIS (WI) with respect to the printing and distribution of CenturyLink Directories. This Section also sets forth the obligations of the Parties with respect to directory listings, including the obligations of TWCIS (WI), which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein.

2.1.1 Notice of TWCIS (WI) Service In New Exchange Areas. TWCIS (WI) shall notify CenturyLink ten (10) days prior to the start of commencing service in any new CenturyLink local exchange area in which TWCIS (WI) is not offering service as of the Effective Date of this Agreement, and in which CenturyLink provides and distributes Directories. Notification shall be sent to:

CenturyLink
Directory Services
100 CenturyLink Drive
Monroe, LA 71203
(318-388-9000)

2.1.2 Primary Listings. TWCIS (WI) shall transmit to CenturyLink, or such third party publisher as CenturyLink may designate from time to time (“Publisher”), all Primary Listing Information (as hereinafter defined) relating to its Customers who desire published listings within a CenturyLink Directory. For purposes of this Article, “Primary Listing Information” or “Primary Listing” shall consist of the End User’s name, address, telephone number, desired yellow pages classified heading for a business customer (if any), and all other information reasonably requested by CenturyLink. At no charge to TWCIS (WI) or the End User, each

End User shall be provided a White Pages Primary Listing and, if a business customer, a standard Primary Listing in the classified section of the classified Directory. Such business classified listings shall be located under the appropriate heading in CenturyLink's applicable classified Directories, and such headings and Directories are to be determined at CenturyLink's discretion. Under no circumstances shall TWCIS (WI) provide End User data as a part of Primary Listing Information for those End Users who do not desire published listings.

2.1.2.1 TWCIS (WI)'s Annual Submission of Directory Listings.

TWCIS (WI) shall use the one-time, annual load process for the submission of Primary Listing Information. Accordingly, the Parties agree that Primary Listing Information shall be supplied without charge by TWCIS (WI) in consideration of the mutually provided services described in this Article. There will be no charge to TWCIS (WI) for the submission of such Primary Listing Information, or the inclusion of TWCIS (WI)'s Customers' Primary Listing Information in the CenturyLink Directory. Notwithstanding the foregoing, to the extent TWCIS (WI) desires Galleys Proofs or Page Proofs, such proofs may be subject to additional charges as determined by the Publisher. Such information shall be transmitted in a format and within the time frames as reasonably directed by CenturyLink and in accordance with CenturyLink's established standards and guidelines as may be communicated to TWCIS (WI) from time to time, and may be used by CenturyLink in providing Directories in any format and for related purposes. Since Directory Service Requests ("DSRs") will not be submitted during the annual load process, CenturyLink will not bill, and TWCIS (WI) will not pay, any service order charges associated with the submission of DSRs.

2.1.2.2 Non-Primary or Additional Listings. Where End Users require enhanced, foreign or other listings in addition to the Primary Listings to appear in the CenturyLink Directories, CenturyLink will provide such listings pursuant to CenturyLink's tariffed rates and terms found in the CenturyLink Company Name General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.1.2.3 TWCIS (WI) must submit all listing information intended for publication by the applicable Directory close date.

CenturyLink shall provide TWCIS (WI) with publication schedules, including Directory close dates for the Directories associated with the areas where TWCIS (WI) is providing local service, as well as a list of Directories for which Directory close dates have changed since the last publication schedule was provided. CenturyLink, or its Publisher, shall also provide TWCIS (WI) with a list of exchanges for each Directory to enable TWCIS (WI) to submit the appropriate listing information for each Directory. All information provided under this provision will be posted on the CenturyLink.com web site, and notification will be provided to TWCIS (WI) via CenturyLink's email notification process when the data is updated.

2.1.2.4 Interfiled Directory Listings. TWCIS (WI)'s Primary Listings shall be interfiled with listings of other local exchange telephone company End Users and treated in the same manner as other listings, according to CenturyLink's regular procedures.

2.1.3 Directory Delivery. TWCIS (WI) shall separately provide CenturyLink or Publisher with Directory delivery address data for End Users, if different from the Primary Listing Information, and for those End Users who do not desire published listings.

2.1.3.1 Each TWCIS (WI) Customer's residential End User will receive one copy per End User Primary Listing of CenturyLink's White Pages Directory. Each TWCIS (WI) Customer's business End User will receive two (2) copies per Primary Listing in CenturyLink's classified Directory. All such Directories shall be delivered in the same manner and at the same time that they are delivered to CenturyLink End Users during the annual delivery of newly published Directories. CenturyLink will deliver such Directories at no charge.

2.1.3.2 CenturyLink has no obligation to warehouse Directories for TWCIS (WI). However, after the annual delivery of Directories referred to in Section 2.1.3.1 above, and for the life of such Directories, CenturyLink shall undertake distribution of Directories to all new local TWCIS (WI) Customers and those existing local Customers that need replacement or additional copies ("Secondary Distribution"). Secondary Distribution will be in accordance with CenturyLink's standard procedures, which

will be provided to TWCIS (WI) upon request. Upon TWCIS (WI)'s or End User's request, a Directory will be mailed directly to the End User at no charge to such End User or to TWCIS (WI).

2.1.4 End User Complaints. TWCIS (WI) shall promptly, but in any event within thirty (30) days, notify CenturyLink or Publisher of any Directory related inquiries, requests, or complaints that TWCIS (WI) receives from End Users, and shall reasonably cooperate with CenturyLink and/or Publisher to resolve such matters in a timely and expeditious manner.

2.1.5 Directory Listing Change Requests. TWCIS (WI) acknowledges and agrees that, consistent with the one-time, annual load process referenced in Section 2.1.2.1 above, TWCIS (WI) will not be able to submit change requests or updates pertaining to its Customers' Primary Listings, or establish any stand-alone Primary Listings for any End User(s) in the time periods in between its one-time, annual loads.

2.1.6 [Intentionally omitted]

2.1.7 Applicable Charges. TWCIS (WI) will pay the rates and/or charges set forth in Article IX (Pricing) pertaining to Directory Services.

2.1.8 Galley Proofs. To the extent TWCIS (WI) desires Galleys Proofs or Page Proofs, the availability and costs of such proofs, if any, to TWCIS (WI) shall be determined by Publisher. TWCIS (WI) may inquire of Publisher about such proofs through CenturyLink.

2.1.9 [Intentionally omitted]

2.1.10 Preliminary Pages. CenturyLink will include, at no charge, TWCIS (WI)'s critical contact information alphabetically (by local exchange carrier on a page entitled "Other Telephone Service Providers") in the information pages of its White Pages Directory (if information pages are available in a given directory) for communities where TWCIS (WI) furnishes local service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, TWCIS (WI) must (1) supply, prior to the directory close date, critical contact information needed by CenturyLink to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes TWCIS (WI)'s

name and logo, telephone numbers for telephone services, billing, and repair services.

2.1.11 CenturyLink may supply to third parties any information obtained from TWCIS (WI) regarding its Customers' End Users consistent with Applicable Law, including but not limited to 47 U.S.C. §222(e).

3. [INTENTIONALLY OMITTED]

4. DIRECTORY ADVERTISING

This Article does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

5. COOPERATION

CenturyLink and TWCIS (WI) agree that cooperation between them will be required to serve the needs of each Party's Customers and End Users most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such End Users.

6. SALES AND PUBLISHING PROCEDURES

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards and practices, and over the scope and schedules of its Directories. All TWCIS (WI) listings shall be subject to such publishing schedules, procedures, standards and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply TWCIS (WI) with updates concerning publishing schedules and related matters. Nothing in this Article shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

7. LIMITATION OF LIABILITY; INDEMNITY

The following provision shall apply in addition to the Liability and Indemnity provisions set forth in Article III, Section 30.

7.1 CenturyLink shall not be liable for damages arising from errors in or omissions of Directory listings, or listings obtained from the Directory Assistance operator. In the case of listings for which a charge is made, CenturyLink's liability to TWCIS (WI) or any TWCIS (WI) End User Customer for any errors or omissions in Directories published by

CenturyLink and/or Publisher (including, but not limited to, any error in any End User customer or TWCIS (WI) listing), or for any default or breach of this Article, or for any other claim otherwise arising under this Article, shall be limited to the monthly amounts paid by TWCIS (WI) to CenturyLink under this Article for each such listing for the period during which the error or omission continues. TWCIS (WI) shall indemnify CenturyLink in accordance with the provisions of Section 7.2 below as to any errors or omissions in a TWCIS (WI) End User customer listing.

- 7.2 Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party, its directors, officers, employees, agents and their affiliates (collectively, the “Indemnified Parties”) from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys’ fees, made or asserted by any third party (including but not limited to End User customers) against the Indemnified Parties arising out of the errors or omissions in Directories caused by the Indemnifying Party’s provision to the Directory publisher of incomplete, inaccurate or unauthorized customer listings.
- 7.3 To the maximum extent permitted by the applicable law, in no event shall CenturyLink or TWCIS (WI) be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this Article, even if such Party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to an indemnity claim made against either Party that is covered by Section 7.2 above.

8. DIRECTORY ASSISTANCE OBLIGATIONS

- 8.1 To ensure that each Party’s subscribers have non-discriminatory access to directory assistance listings of the other Party’s subscribers, the Parties’ agree to provide each other all necessary End User subscriber listing information for inclusion in each Party’s relevant directory assistance listing databases, as required by Section 251(b)(3) of the Act.
- 8.2 CenturyLink Obligations.
- 8.2.1 CenturyLink will accept, include, and maintain, in the same manner that CenturyLink treats listings of its own End Users, TWCIS (WI) subscriber listings in the directory assistance databases maintained by CenturyLink or its third-party vendors. To

the extent that CenturyLink's directory assistance listings are maintained in a database administered by a third party vendor, TWCIS (WI) shall cooperate with CenturyLink as needed to ensure that TWCIS (WI) listings are promptly loaded into such database and accessible to CenturyLink's End Users, upon request. CenturyLink will not charge TWCIS (WI) for including and maintaining TWCIS (WI) subscriber listings in the directory assistance databases maintained by CenturyLink, or its vendors.

8.3 TWCIS (WI) Obligations.

8.3.1 TWCIS (WI) authorizes CenturyLink, and its third party vendors, to include and use TWCIS (WI)'s directory assistance listing information in accordance with Applicable Law, and shall provide such information to CenturyLink, or its third-party vendors, at no charge.

SIGNATURE PAGE

**TIME WARNER CABLE INFORMATION
SERVICES (WI), LLC**

CENTURYLINK

Signature: _____

Signature: _____

Julie P. Laine
Group VP & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023

Mike Hunsucker
Director
CenturyLink
5454 W 110th
Overland Park, KS 66211

Date: 1/31/10

Date: 2/7/11

Attachment 1

1. Bill Dispute Procedures

The dispute must be *in writing* on a *Billing Dispute Form*.

- a. Disputes regarding Ensemble Billing will be submitted to CenturyLink via the Website <https://CenturyLinkorderprocessing.CenturyLink.net/index.cfm>
- b. Disputes regarding CABs billing will be submitted to CenturyLink via email using a billing dispute form in the form of that attached as “Exhibit A,” or such other form as mutually agreed upon by the Parties.
- c. The dispute must list a specific dollar amount(s) and must list specific reasons for the dispute(s). Such disputes must be in sufficient detail for CenturyLink to identify the charge being disputed and the basis for the dispute.

2. Disputes on Feature Errors

CenturyLink will need to review each order to confirm what was ordered. TWCIS must provide a copy of the ordering LSR proving that the features were not requested. Failure to provide copies of LSRs to support TWCIS’s claim will invalidate TWCIS’s dispute and require payment of amounts immediately.

3. Validity of Dispute

Disputing an entire bill is not considered by CenturyLink to be a valid dispute. A dispute of “NOT MY CUSTOMER” is also not a valid dispute. Provide additional information such as whether or not the customer was ever a customer of TWCIS (WI) or the dates in which the customer was TWCIS’s customer (i.e., between the dates of mm\dd\yy and mm\dd\yy). Provide the install date and disconnect date as well as the PON# for the disconnect.

4. Timely Submission of Claims

Dispute claims must be filed timely for consideration. CenturyLink will only address dispute claims that are filed within 90 calendar days of the date of the TWCIS (WI) bill unless otherwise provided for in this Agreement.

- 4a. TWCIS (WI) is required to make timely payment of undisputed billed amounts. Thus, if TWCIS (WI) identifies a billing dispute and plans to withhold payment of the disputed amount, the dispute must be filed either before payment is rendered or at the same time payment is submitted. Otherwise, CenturyLink will consider any unpaid charges a default of payment.

4b. If TWCIS (WI) identifies a possible billing error after submitting payment of a bill, TWCIS (WI) should file a dispute claim with CenturyLink within the time allowance for filing dispute claims. Dispute claims that are subsequently deemed valid will be credited back to TWCIS's account once the review of the claim has been finalized.

4c. Billing dispute claims not filed within the time allowance described in this Section will be rejected.

5. TWCIS's dispute claims must be filed in accordance with these procedures to be considered. Claims not filed in accordance with these procedures will be rejected without consideration.

6. The Carrier Relations (CR) Collections department will notify the call center when future TWCIS (WI) orders should be refused due to account not paid or deposit not paid. The CR Collections department will also notify the call center when TWCIS (WI) has restored their payment history and new orders can again be accepted.

7. Dispute claims for Ensemble billing are submitted via the Website, <https://CenturyLinkorderprocessing.CenturyLink.net/index.cfm>
Dispute claims for CABs billing are submitted via email to the following address disputessbs@centurlink.com

8. Process for filing dispute claims:
http://business.CenturyLink.com/business/Wholesale/Files/QuickLinks/FilingDisputeClaims/Billing_Disputes_Process.pdf

9. CenturyLink will provide TWCIS (WI) with responses to each dispute claim as follows:

- Disputes for Ensemble billing via the Website, will be responded to via the Website. CenturyLink will provide e-mail notification to TWCIS (WI) that a response has been posted to the Website.
<https://CenturyLinkorderprocessing.CenturyLink.net/index.cfm>
- Disputes for CABs billing submitted via email, will be responded to via email to the person submitting the dispute.
- Any initially invalid dispute amounts not paid within 10 business days may be considered past due and eligible for the application of late payment charges or other applicable treatment remedies.
- TWCIS (WI) will have 10 business days from the receipt of CenturyLink's dispute response letter to submit a Billing Re-Dispute Form for any item that TWCIS would like to appeal.

EXHIBIT A to Attachment 1 – Billing Dispute Form

Instructions: Please complete all requested information as completely as possible. As you tab to each field, additional information about each field is provided in the status bar. Bold fields are mandatory. Please email the completed form and any applicable attachments to disputessbs@CenturyLink.com or fax to (352) 326-1573. If you would like to contact the dispute center, please call (877) 617-2827.need to verify this is still correct

Please complete for all disputes.

Disputing Company Contact Information Section:

Today's Date: Claim #:

Contact Name: Company Name:

Contact Phone #: () -

Company Address:

Contact Fax #: () -

Contact Email:

Please complete for all disputes.

Dispute Section

Date of Claim: Status: Claim/Audit Number:

Service Type: If other, please specify:

ACNA: OCN:

State: **Dispute Reason:**

BAN: * Bill Date: Invoice Number(s):

Disputed Amount: \$

Disputed Amount Withheld: \$

Disputed Amount Paid: \$

BAN: Bill Date: Invoice Number(s):

Disputed Amount: \$

Disputed Amount Withheld: \$

Disputed Amount Paid: \$

BAN: Bill Date: Invoice Number(s):

Disputed Amount: \$

Disputed Amount Withheld: \$

Disputed Amount Paid: \$

BAN: Bill Date: Invoice Number(s):

Disputed Amount: \$

Disputed Amount Withheld: \$

Disputed Amount Paid: \$

BAN: Bill Date: Invoice Number(s):

Disputed Amount: \$

Disputed Amount Withheld: \$

Disputed Amount Paid: \$

Dispute Description:

*As many as five BANs can be listed on this dispute form provided that the dispute reason is the same.

Any BANs in excess of five should be provided on an additional attachment.

Please complete for all flat-rated charge disputes.

Flat-Rated Charges Dispute Information Section:

EC Circuit ID/TN/All: USOC/Billing Code:

PON: Billing Quantity:

SON: Jurisdiction: BIP:

Circuit Location: PIU: PLU:

IC Circuit ID: Business/Residence Indicator:

CFA : From Date: Thru Date:

Please complete for usage disputes.

Usage Dispute Information Section:

End Office CLLI/TN/All: Service Type:

Usage Billed Units/Quantity Disputed: Rate Category:

Directionality: CIC: Jurisdiction:

Routing: BIP:

Usage From Date: Thru Date: PIU: PLU:

Please complete for tax and late payment disputes.

Information Section:

Tax Dispute Amount: \$ Tax exemption form attached :

LPC Dispute Amount: \$ Surcharge Dispute Amount: \$

Invoice(s) LPC/Surcharge billed: Date of payment:

Other Remarks

CenturyLink™ Internal Office Use Only

Resolution Information Section:

Date dispute received: Date dispute entered:

Acknowledgement Letter Date: Resolution Date:

Amount Credited to Customer: \$ Amount Denied:

Adjustment Bill Date: Adjustment Invoice Number:

Adjustment Code(s): Adjustment BAN: Adjustment SON:

Bill Section Adjustment will appear on: OC&C Adjustment

If applicable, date of \$10K Notification:

Resolution remarks: