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TRAFFIC EXCHANGE AGREEMENT

September 25, 2012

By and between

CENTURYTEL OF CENTRAL WISCONSIN, LLC;
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC;
CENTURYTEL OF FORESTVILLE, LLC;
CENTURYTEL OF LARSEN-READFIELD, LLC;
CENTURYTEL OF MONROE COUNTY, LLC;
CENTURYTEL OF NORTHERN WISCONSIN, LLC;
CENTURYTEL OF NORTHWEST WISCONSIN, LLC;
CENTURYTEL OF SOUTHERN WISCONSIN, LLC;
CENTURYTEL OF MIDWEST-KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;
each of which is now doing business as, and is hereinafter referred to as
"CENTURYLINK"

AND

COMCAST PHONE OF WISCONSIN, LLC

FOR THE STATE OF
WISCONSIN

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AGREEMENT

PREFACE & RECITALS

This Traffic Exchange Agreement (the "Agreement"), is by and between CenturyTel of Central Wisconsin, LLC; CenturyTel of Fairwater-Brandon-Alto, LLC; CenturyTel of Forestville, LLC; CenturyTel of Larsen-Readfield, LLC; CenturyTel of Monroe County, LLC; CenturyTel of Northern Wisconsin, LLC; CenturyTel of Northwest Wisconsin, LLC; CenturyTel of Southern Wisconsin, LLC; CenturyTel of Midwest-Kendall, LLC; CenturyTel of Midwest Wisconsin, LLC; CenturyTel of Wisconsin and Telephone USA of Wisconsin, LLC, each of which is now doing business as CenturyLink, with its address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 ("CenturyLink"), and Comcast Phone of Wisconsin, LLC, in its capacity as a certified provider of local wireline Telecommunications Service, with its address for this Agreement at One Comcast Center, Philadelphia, PA 19103("COMCAST"). CenturyLink and COMCAST are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such Incumbent Local Exchange Carriers shall pertain, in each instance, only with respect to a single, individual Incumbent Local Exchange Carrier, and shall not be deemed to apply in an aggregate fashion to any of the other Incumbent Local Exchange Carriers who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. Thus, for example, separate orders, arrangements and facilities must be made by COMCAST with respect to interconnection with and use of the network, facilities, property, and services of each separate Local Exchange Carrier entity that is a party to this agreement, and none of the Local Exchange Carriers shall be deemed to represent (by constructive receipt or otherwise) any of the other Local Exchange Carriers or their networks, facilities, property or 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 provide wholesale or retail telecommunications services; 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.

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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 COMCAST hereby covenant and agree as follows:

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ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 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 their respective End User Customers. 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.

2.0 INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and 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.

3.0 SCOPE OF THE 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:	Maintenance
Article VI:	Additional Services (NP; NIDS; 911/E911; Directory Service & Distribution, Directory Assistance)
Article VII:	Pricing
Signature Page	
Appendix A:	Directory Services
Appendix B:	E911 Service Connection and Database Access

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 COMCAST.

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ARTICLE II: DEFINITIONS

1.0 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; provided however, to the extent that any term used in this Agreement and an applicable Tariff conflict, the Parties agree that the provision contained in this Agreement shall prevail.

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.

2.0 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**

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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 left blank**

2.5 **Affiliate**

"Affiliate" shall have the meaning set forth in 47 U.S.C. 153(1).

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.

2.9 **Intentionally left blank**

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 **Automatic Location Identification/Data Management System (ALI/DMS)**

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes, special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

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

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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.

2.13 **Bill Date**

The effective date for which a CenturyLink service is billed and/or invoiced to a customer. 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.

2.14 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

2.15 **Business Day**

Monday through Friday, 8 am to 8 pm Central Standard or Daylight Savings time, except for days on which the non-priority U.S. mail is not delivered; and holidays on which CenturyLink is officially closed for business as set forth in the CenturyLink Standard Practices.

2.16 **Carrier Identification Code (CIC)**

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

2.17 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

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**

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The single CenturyLink Operating Company in the State that is a Party to this Agreement.

2.20 **CenturyLink Standard Practices**

The CenturyLink Standard Practices is a document that contains CenturyLink's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. A copy of the CenturyLink Standard Practices is posted on CenturyLink's website at http://business.centurylink.com/Wholesale/

2.21 **Certificate of Operating Authority**

If required by Applicable Law, a certification by the State Commission that COMCAST has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyLink's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

2.22 **CLEC Profile**

A CenturyLink form required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyLink's network and for the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication 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).

2.23 **CLLI Codes**

Common Language Location Identifier Codes.

2.24 **Commission**

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

2.25 **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.

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

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A "Local Exchange Carrier," as defined in 47 U.S.C. 153(26), authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.27 **Contract Year**

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

2.28 **Currently Available**

Existing as part of CenturyLink's network at the time of a requested order.

2.29 **Customer Service Record (CSR)**

Customer Service Record (CSR) request is the process by which one Party (the acquiring Party) obtains pre-ordering information about a customer of the other Party. Such information includes applicable basic account information; listings/directory information, product and feature listings and billing information for a customer. The acquiring Party must have obtained the proper customer authorization as set forth in Applicable Law prior to submitting a CSR request.

2.30 **Intentionally left blank**

2.31 **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 by the billing Party.

2.32 **DS-1**

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

2.33 **Intentionally left blank**

2.34 **Intentionally left blank**

2.35 **Intentionally left blank**

2.36 **E-911 Service**

An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and/or ALI and is used to route

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911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.

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2.38 **Intentionally left blank**

2.39 **End Office**

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

2.40 **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.

2.41 "**End User" or "End User Customer"**

"End User" or "End User Customer" means any third party retail customer that subscribes to, and does not resell to others, a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein, End User or End User Customer does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, nor any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier). As used in this definition, unless otherwise expressly stipulated by the Parties in a separate written agreement, the term "service" shall refer only to (a) dial-up data communications, such as dial up ISP Bound and (b) real time, two-way voice communications, with the public switched telephone network.

2.42 **Enhanced Service Provider (ESP)**

A provider of enhanced services as those services are defined in 47 C.F.R. § 64.702(a).

2.43 **Entrance Facility**

Dedicated transport between CenturyLink's network and COMCAST's network or the location of COMCAST's equipment.

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2.44 **Exchange Access**

Exchange Access shall have the meaning set forth in 47 U.S.C. 153(16).

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2.46 **Intentionally left blank**

2.47 **Intentionally left blank**

2.48 **FCC**

The Federal Communications Commission.

2.49 **Intentionally left blank**

2.50 **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).

2.51 **Indirect Network Connection**

A method of Interconnection through a third party Tandem Switch provider for the exchange of Local Traffic and ISP Bound Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected. For purposes of this Agreement, a Tandem Switch owned and operated by a separate but affiliated company which is not a party to this Agreement is considered a third party Tandem Switch.

2.52 **Intentionally left blank**

2.53 **Intentionally left blank**

2.54 **Intentionally left blank**

2.55 **Intentionally left blank**

2.56 **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 reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptions, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and

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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).

2.57 **Intellectual Property Claim**

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

2.58 **Interconnection**

"Interconnection" shall have the meaning set forth in 47 U.S.C. § 251(c)(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

2.59 **Interconnection Facility**

Interconnection Facility is the dedicated transport facility used to connect the two Parties' networks.

2.60 **Interexchange Carrier (IXC)**

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

2.61 **InterLATA Toll Traffic**

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

2.62 **Internet Service Provider (ISP)**

An Enhanced Service Provider that provides access to the Internet.

2.63 **IntraLATA Toll Traffic**

Telecommunications traffic exchanged between the Parties' End Users between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined in CenturyLink's local exchange

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Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.64 **Intentionally left blank**

2.65 **ISDN User Part (ISUP)**

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

2.66 **ISP-Bound Traffic**

Traffic that is directed, either directly or indirectly, to or through an Internet service provider (ISP) who is physically located in an exchange within the Local Calling Area of the originating End User. Traffic directed to or through an ISP physically located outside the Local Calling Area of the originating End User will be considered Exchange Access traffic. Identification of such ISP Bound Traffic shall initially be accomplished using the rebuttable presumption that Local Traffic exchanged between the Parties that exceeds a 3:1 ratio of terminating to originating traffic is ISP Bound Traffic, pursuant to the FCC's Order on Remand and Report and Order, FCC 01-131. CC Dockets No. 96-98 and 99-68, adopted April 18, 2001. ("ISP Remand Order"). Either Party may use as the basis for rebutting such presumption confirmation of assigned ISP dial-up numbers and receipt of modem tone when a number is called, or any other mutually agreed to methodology. Should the Parties be unable to agree on such methodology for rebutting the 3:1 presumption, either Party may invoke the dispute resolution provision of the Agreement.

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

Traffic where both CenturyLink's network and COMCAST's network are used to originate Switched Access Service traffic by an End User to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and COMCAST's network are used to terminate Switched Access Service traffic delivered by an IXC to an End User.

2.68 **Intentionally left blank**

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

"Local Access and Transport Area" or "LATA" shall have the meaning set forth in 47 U.S.C. 153(25).

2.70 **Local Calling Area (LCA)**

Local Calling Area (LCA) is the local Exchange area, and any mandatory Extended Area Service (EAS) exchanges. The terms "Exchange" and "Extended

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Area Service (EAS)" shall be as defined in CenturyLink's local exchange tariffs or Price List.

2.71 **Local Exchange Carrier (LEC)**

"Local Exchange Carrier" or "LEC" shall have the meaning set forth in 47 U.S.C. 153(26).

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

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

2.73 **Local Traffic**

Local Traffic is traffic (excluding CMRS traffic) that is physically originated and terminated within the CenturyLink Local Calling Area regardless of the technology used (e.g. TDM, IP, analog, digital, etc.) to originate or terminate such traffic. Local Traffic does not include Optional EAS.

2.74 **"Local Interconnection Trunk" or "Local Interconnection Trunk Groups"**

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

2.75 **Local Service Request (LSR)**

The documents used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services.

2.76 **Intentionally left blank**

2.77 **Intentionally left blank**

2.78 **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.

2.79 **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.

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2.80 **"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 by the applicable access tariffs.

2.81 "**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. The "point" of Interconnection for purposes of Sections 251(c)(2) and 251(c)(3) remains on the Local Exchange Carrier's network.

2.82 **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, as may be amended from time to time.

2.83 **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, as may be amended from time to time.

2.84 **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.

2.85 **Network Interface Device (NID)**

A stand-alone Network Element defined as any means of interconnecting customer premises wiring to CenturyLink's distribution plant, such as a cross-

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connect device used for that purpose. The NID houses the protector which establishes the demarcation point between the loop (inclusive of the NID) and the End User's Inside Wire pursuant to 47 CFR 68.105. Except in 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 (*i.e.*, on the End User's side of the NID) is under the control of the End User. For purposes of this definition, the phrase "End User Access Side of the NID" is descriptive and does not convey any ownership or usage rights.

2.86 **911 Service**

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

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

The NANP is the numbering plan for the Public Switched Telephone Network for Canada, the US and its territories, and the Caribbean.

2.88 **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.

2.89 **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.

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

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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.

2.91 **Optional EAS Traffic**

Optional EAS Traffic is local calling scope traffic that, under defined optional rate packages chosen by the End User, terminates at a physical location outside of that End User's Local Calling Area or mandatory Extended Area Service (EAS). Optional EAS is an EAS calling plan that is not required or mandated by the FCC or the Commission but is voluntarily offered by a Party. An EAS calling plan that is required or mandated by the FCC or the Commission is a mandatory EAS plan irrespective of whether or not mandatory EAS area is only available to end users who affirmatively elect or opt to take advantage of such wider local calling area and irrespective of whether such end users must pay an additional charge in order to have the benefit of such mandatory EAS area.

2.92 **"Packet Switching" or "Packet Switched"**

"Packet Switching" or "Packet Switched" refers to the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

2.93 **Party or Parties**

"Party" shall mean CenturyLink or COMCAST depending on the context. "Parties" refers collectively to both CenturyLink and COMCAST.

2.94 **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 CenturyLink's effective Tariff(s).

2.95 **Point of Interconnection (POI)**

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A Point of Interconnection (POI) is a point in the network where the Parties deliver 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 COMCAST and CenturyLink for the interconnection of their respective networks.

2.96 **Intentionally left blank**

2.97 **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.

2.98 **Public Safety Answering Point (PSAP)**

A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.

2.99 **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 purpose of the application of appropriate jurisdictional rates or 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.

2.100 **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.

2.101 **Reciprocal Compensation**

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

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2.102 **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.

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2.104 **Intentionally left blank**

2.105 **Intentionally left blank**

2.106 **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.

2.107 **Selective Router (SR)**

A device that routes E911 calls to the appropriate PSAP based on the caller's location.

2.108 **Service Affecting**

A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places an End User in immediate or imminent risk of not being able to use the service to which that End User subscribes.

2.109 **Intentionally left blank**

2.110 **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.

2.111 **Signaling System 7 (SS7)**

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

2.112 **Intentionally left blank**

2.113 **Intentionally left blank**

2.114 **Intentionally left blank**

2.115 **Subsidiary**

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

2.116 **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. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

2.117 **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).

2.118 **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 traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.119 **Tariff or Price List**

Any applicable Federal or state tariff or price list of a Party, as amended from time-to-time.

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2.121 **Technically Feasible**

Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational

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concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.

2.122 **Telcordia Technologies**

The organization or its successor that conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies, or its successor, 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.

2.123 **Telecommunications**

"Telecommunications" shall have the meaning set forth in 47 U.S.C. 153(43).

2.124 **Telecommunications Carrier**

"Telecommunications Carrier" shall have the meaning set forth in 47 U.S.C. 153(44).

2.125 **Telecommunications Equipment**

"Telecommunications Equipment" shall have the meaning set forth in 47 U.S.C. 153(45).

2.126 **Telecommunications Service**

"Telecommunications Service" shall have the meaning set forth in 47 U.S.C. 153(46).

2.127 **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.

2.128 **Telephone Exchange Service**

"Telephone Exchange Service" shall have the meaning set forth in the Act.

2.129 "**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

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IntraLATA or InterLATA depending on whether the originating and terminating points are within the same LATA.

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2.131 **Intentionally left blank**

2.132 **Time and Material Charges**

Time and Materials Charges are charges for non-standard or individual-case-basis work requested by a Party. "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.

2.133 **Transit Service**

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

2.134 **Transit Traffic**

Traffic between a Party's End User and a third-party Telecommunications Carrier's end user (*e.g.*, third-party CLECs, ILECs, CMRS Carriers) that is routed utilizing the other Party's Transit Service. Transit Traffic does not include any traffic delivered to, from, or carried by an Interexchange Carrier (IXC) at any time during the call.

2.135 **Intentionally left blank**

2.136 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's Customer 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 Customer's actual physical premise location.

2.137 **Website**

As used in this agreement, Website shall mean: www.centurylink.com/wholesale

2.138 **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.

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ARTICLE III: GENERAL TERMS & CONDITIONS

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

1.0 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.

2.0 EFFECTIVE DATE, TERM & TERMINATION

2.1 Effective Date. Upon prior execution by both Parties, this Agreement will be effective on September 25, 2012, unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new COMCAST account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes.

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 from 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 COMCAST 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 COMCAST 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 COMCAST or CenturyLink provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either COMCAST or CenturyLink has requested negotiation of a new interconnection agreement pursuant to Sections 251 and 252 of the Act, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between COMCAST and CenturyLink; or, (b) the issuance of an order, whether or not a final non-appealable order, by the Commission or FCC, approving an agreement resulting

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from the resolution of the issues set forth in an arbitration or mediation request. 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 and Post-Termination Continuation of Services. If either COMCAST 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 COMCAST nor CenturyLink has requested negotiation of a new interconnection agreement, this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination. Services or functions will continue to be provided by CenturyLink pursuant to (i) applicable Tariff(s) approved by and made generally available by the Commission to local Telecommunications Service providers, if any; or (ii) terms and conditions available under Section 252(i) of the Act, if elected by COMCAST. If COMCAST 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 COMCAST under Section 252(i).

2.6 Suspension or Termination Upon Default. 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 thirty (30) calendar days of receipt of written notice thereof, unless the Parties mutually agree in writing on an extension of time to cure provided that the defaulting Party commences to cure such failure within thirty (30) calendar days of receipt of default notice. Following CenturyLink's notice to COMCAST of its Default, CenturyLink shall not be required to process new service orders until the Default is timely cured.

"Default" is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party and, in the case of an involuntary proceeding against a Party, which proceeding has not been lifted within thirty (30) days; or

(b) The revocation by the Commission in a binding order of a Party's Certificate of Operating Authority, or

(c) A Party's violation of any material term or condition of the Agreement; or

(d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges pursuant to Section 9.

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2.7 Termination Upon Sale. Notwithstanding the above, should CenturyLink sell or trade substantially all the assets in an exchange or group of exchanges, the Parties agree to abide by any applicable Commission Order(s) related to the sell or trade of assets by CenturyLink and any related settlements.

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

2.9 Predecessor Agreements.

2.9.1 Except as stated in Section 2.9.2 or as otherwise agreed in writing by the Parties:

2.9.1.1 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

2.9.1.2 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.

2.9.2 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 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 service.

2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied.

3.0 APPLICABLE LAW

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3.1 Applicable Law. Shall have the meaning as set forth in Article II, Definitions.

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 the State where the services are being provided.

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 Intentionally left blank.

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. Such efforts to renegotiate must be commenced by written notice to the other Party ("Notice of Request for Amendment"). If such amended terms cannot be agreed upon within thirty (30) calendar days, either Party may, upon written notice to the other Party, initiate Section 20 Dispute Resolution

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procedures. If the Parties cannot negotiate a mutually acceptable amendment after exhausting the Dispute Resolution negotiation requirements and if neither Party has commenced action under Sections 20.1, 20.2 and 20.3 within 90 days of Notice of Request for Amendment, either Party may terminate this Agreement without penalty or liability for such termination.

3.6 Order of Precedence. Except where the Parties specifically agree to the contrary with individual terms of this Agreement, in the case of conflict between or among FCC rules, orders and policies; and industry guidelines or CenturyLink Standard Practices, the FCC rules and orders shall prevail.

II. OTHER GENERAL TERMS & CONDITIONS

4.0 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.

5.0 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 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 thirty (30) 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.

6.0 ASSURANCE OF PAYMENT

6.1 CenturyLink reserves the right to secure the account with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and COMCAST will be considered in material breach of the Agreement.

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

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6.3 If a security deposit is required on a new account, COMCAST will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

6.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the average month's invoices from CenturyLink for existing accounts. Average monthly billings are calculated based upon the monthly average of the previous six (6) months current billings, if COMCAST has received service from CenturyLink during such period at a level comparable to that anticipated to occur over the next six (6) months. If CenturyLink has reason to believe that the level of service to be received during the next six (6) months will be materially higher than received in the previous six (6) months, then CenturyLink may take into account all relevant information in establishing a reasonable deposit amount. All security deposits will be subject to a minimum deposit level of $10,000.

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

6.6 CenturyLink may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit or if COMCAST fails to make timely payment of any billed amounts which have not been disputed.

6.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to COMCAST pursuant to this Agreement or in connection with any other services provided to COMCAST by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to COMCAST's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

6.7.1 when COMCAST’s undisputed balances due to CenturyLink are more than thirty (30) Days past due and at least sixty (60) days after the invoice date, subject to the past due notices section; or

6.7.2 when COMCAST files for protection under the bankruptcy laws; or

6.7.3 when an involuntary petition in bankruptcy is filed against COMCAST and is not dismissed within sixty (60) Days;

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6.7.4 when this Agreement expires or terminates and there are undisputed balances more than thirty (30) days past due;

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

6.7.6 COMCAST fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.

6.8 If any security deposit held by CenturyLink is applied as a credit toward payment of COMCAST's balances due to CenturyLink, then CenturyLink may require COMCAST to provide a new deposit unless such application was made at COMCAST's request pursuant to Section 37.9 below.

6.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Interest will accrue on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, at the time the cash deposit is either credited to COMCAST's account or when the cash deposit is returned to COMCAST; unless otherwise as required pursuant to applicable State law. No interest will accrue or be paid on letters of credit. If COMCAST establishes a consecutive twelve (12) month prompt payment history and then requests CenturyLink to review COMCAST's credit risk status and if the review determines that COMCAST is no longer a credit risk, or if this Agreement is terminated, the deposit will be applied to COMCAST's account. In determining whether COMCAST is a credit risk, CenturyLink may (i) require COMCAST to complete a credit profile and provide information to CenturyLink regarding COMCAST's credit and financial condition; (ii) consider circumstances such as those set forth in Section 6.6 of this Article III for determining if an additional deposit is appropriate or (iii) consider COMCAST's payment history with suppliers, bank relationships, audited financial statements ratios, years in business, management history, number of liens, suits or judgments and pay history with CenturyLink.

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

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

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

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

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

7.0 AUDITS

7.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

7.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and

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processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall agree upon a reasonable scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

7.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

7.4 Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 9.3 of Article III.

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

7.6 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

7.7 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyLink and COMCAST shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Audits shall be performed by a mutually acceptable

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independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

8.0 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 COMCAST 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 COMCAST represents and warrants that it is a Limited Liability Company 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 COMCAST Certification. Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as COMCAST has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC. COMCAST must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State. COMCAST will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. COMCAST shall not place any orders under this Agreement until it has obtained such authorization.

9.0 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), COMCAST and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

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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 to the submission of a credit claim or bill for charges.

9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). 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 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. 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 shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted by COMCAST in accordance with the guidelines for submitting billing dispute claims set forth in CenturyLink's Standard Practices. Such written notice shall be submitted by CenturyLink to COMCAST at the following email address, Comcast_CABS@cable.comcast.com, which may change from time to time with prior written notice. Pursuant to paragraph 9.1, disputed billing claims shall be submitted no later than one year after the Bill Due Date for which the charge was originally assessed. Failure by the billed Party to file a dispute claim before 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 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. Both COMCAST 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

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good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution pursuant to the Dispute Resolution terms in Section 20.

9.4.1 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 (a) 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.

9.5 Effect of Non-Payment.

9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the fifteenth (15th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via overnight signature release or certified mail, at least fifteen (15) calendar days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require or modify a deposit or assurance of payment from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.2 Notwithstanding 9.5.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least fifteen (15) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If payment of such undisputed charges is made or a dispute is filed by the billed Party within the fifteen (15) Business Day notice period, no services will be disconnected. If the

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services are disconnected pursuant to this 9.5.2 and the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require or modify a deposit or assurance of payment from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.3 Notwithstanding 9.5.1 and 9.5.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

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11.0 CAPACITY PLANNING AND FORECASTS

Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, number portability and interconnection services. Notwithstanding the foregoing, the previous provisions related to initial joint planning and forecasting do not apply where the Parties have a direct connection in place or are exchanging traffic. A Party may delay processing the other Party's service orders should the other Party not perform obligations as specified in this Section, except that a Party shall not delay such order processing if that Party fails to timely meet its obligations in this Section 11. Additional responsibilities 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.

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11.2 COMCAST will furnish to CenturyLink information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. If during the Term of this Agreement, COMCAST desires to offer services in a CenturyLink Local Calling Area for which COMCAST has not previously submitted a forecast, COMCAST shall submit a revised statewide forecast that incorporates the information identified above for the new Local Calling Area. COMCAST 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 exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article IV (Interconnection).

11.4 COMCAST shall notify CenturyLink promptly of any changes in COMCAST's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than twenty-five percent (25%) to current forecasts (increase or decrease). COMCAST orders that exceed its forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available. Notwithstanding the foregoing, orders for increased capacity that CenturyLink has the capability to provide shall be filled by CenturyLink in the interval that it would provide such capacity to itself or to its own End Users.

11.5 CenturyLink reserves the right, upon thirty (30) days prior written notice, to condition the fulfillment of additional service orders on compliance with trunk utilization of previously ordered capacity pursuant to Article IV, Section 3.7.3.

11.6 CenturyLink reserves the right to assess COMCAST a stranded plant/facility or discontinued service order charge for capacity forecast by COMCAST but not used by COMCAST within six (6) months after a forecast period to the extent that CenturyLink built the plant/facility based on COMCAST's order and is unable to utilize the plant for other CenturyLink services. At COMCAST's sole option, COMCAST may continue to pay the MRC charge of forecasted service(s) in lieu of a stranded plant or discontinued service order charge.

12.0 CHANGES IN LAW

Except as provided in Section 12.3 below, 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 Removal of Existing Obligations. 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

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Applicable Law subsequent to October 1, 2011, a Party is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to the other Party under this Agreement, then the providing Party may discontinue the provision of any such service, facility, payment or benefit. The Party discontinuing such service, facility, payment or benefit will provide thirty (30) calendar days prior written notice ("Notice of Discontinuance") to the other Party of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law. If either Party disputes the other Party's right to discontinue such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply. During the pendency of any such dispute resolution process, including subsequent arbitration, the Parties shall continue to provide the service, facility, payment or benefit in dispute pursuant to the terms of the Agreement, except this obligation to continue providing such service, facility or benefit shall terminate if formal legal action as described in Section 20 is not commenced within ninety (90) days of Notice of Discontinuance. Any undisputed consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in the Notice of Discontinuance or the date specified by Applicable Law, whichever applies.

12.2 Additions to Existing Obligations. 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 October 1, 2011, either Party is required by such change in Applicable Law to provide a service not already provided to the other Party under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20.

12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without

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the mutual consent of both Parties. Any terms reached by the Parties that would be eligible for this Section 12.3 must be identified as being an agreement made "pursuant to and eligible for Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

13.1 COMCAST 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, COMCAST will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyLink Standard Practices. COMCAST 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. Notwithstanding the foregoing, the provisions of this Section 13 related to initial exchange of Company information do not apply where the Parties have a direct connection in place or are exchanging traffic under a current agreement.

14.0 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 COMCAST pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information whether disclosed by COMCAST to CenturyLink or otherwise acquired by CenturyLink 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;

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(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 28.4, 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

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Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15.0 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.

16.0 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, including but not limited to orders, inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal government. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list in its CenturyLink Standard Practices ("Standard Practices") as amended and updated from time to time. The Standard Practices is provided to COMCAST on CenturyLink's Website, and any updates also will be provided on the Website in the event such information changes. Information contained in the Standard Practices will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that COMCAST may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Standard Practices will provide COMCAST with contact information for the personnel and/or organizations within CenturyLink capable of assisting COMCAST with inquiries regarding the ordering, provisioning and billing of interconnection services. Included in this information will be the contact information for a person or persons to whom COMCAST can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

17.0 CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, each Party shall provide the exclusive interface with its customers.

18.0 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.

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20.0 DISPUTE RESOLUTION

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

20.2 Except as otherwise provided herein, a Party may not submit a dispute to the Commission or other forum as provided in Section 20.1 above, for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item, which shall include the specific information required in Section 9.4 for billing disputes. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to the Commission.

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

(a) If a Party provides written notice to the disputing Party that a billing dispute has been denied, stating the grounds for such determination, then the disputing Party shall have fifteen (15) Days in which to either pay the disputed amounts or to send written notice to the billing Party advising that the disputing Party disagrees with the determination by the billing Party, and such notice may be accompanied by any additional, relevant materials submitted by the disputing Party. Failure by the disputing Party to respond as required herein to a notice of denial by the billing Party shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with Section 9.4.

(b) Failure by the disputing Party to respond as required herein, to a notice of denial by the billing Party shall also preclude the disputing Party

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from thereafter requesting an escalation of the same dispute under Section **Error! Reference source not found.**, although the disputing Party may file a petition in compliance with Section **Error! Reference source not found.**.

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

20.5 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with the Commission seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution by the Commission within sixty (60) Days from the date on which the petition or complaint was filed with the Commission.

20.6 During the pendency of the dispute resolution process, each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

20.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by the Commission may not be resubmitted under the dispute resolution process.

20.8 Notwithstanding anything in this Section 20, a Party may submit a dispute to the Commission for resolution at any time the other Party ceases to respond or negotiate resolution for a period of fifteen (15) days.

21.0 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.

22.0 EXPENSES

22.1 In performing under this Agreement if either Party makes a request for service or systems which are not already provided for in this Agreement, the other Party

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may be required to make expenditures or otherwise incur costs that are not reimbursed under this Agreement. In such event, the Party making the expenditures is entitled to reimbursement from the other Party for all such commercially reasonable costs. Payment terms for costs of such expenditures will be negotiated and agreed upon between the Parties on an individual case basis. Notwithstanding the foregoing, if the Parties are unable to reach agreement on a Party's compliance with this Section, either Party may invoke the Dispute Resolution terms of this Agreement.

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.

23.0 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 or failures to act of any governmental entity or official, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, 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.

24.0 FRAUD

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Each Party assumes responsibility for all fraud associated with its End User Customers and accounts.

25.0 GOOD FAITH PERFORMANCE

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

26.0 HEADINGS

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

27.0 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.

28.0 LAW ENFORCEMENT

28.1 Intentionally left blank.

28.2 Except as set forth in 28.3 and where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.4, the Parties agree to work cooperatively in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Each Party shall be responsible for its own costs associated with such work effort.

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 telephone number was ported, if available, for further processing by law enforcement.

28.4 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

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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.

29.0 INTENTIONALLY LEFT BLANK

30.0 LIABILITY AND INDEMNIFICATION

30.1 Indemnification

Subject to the limitations set forth in Section 30.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all direct losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for personal injury to or death of any person or persons, caused by the indemnifying Party's gross negligence or willful misconduct. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

30.2 End-User and Content-Related Claims

Each Party agrees to release, indemnify, defend, and hold harmless the other Party, and its affiliates, (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's End Users against an Indemnified Party arising from Services or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against the other 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

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Indemnifying Party or such Party's End Users, or any other act or omission of the Indemnified Party or such Party's End Users.

30.3 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

30.4 Limitation of Liability

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 22 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. 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 provision of such advice, recommendations, and analysis.

31.0 NETWORK MANAGEMENT

31.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. COMCAST 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. Both Parties recognize 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

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service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other Party.

31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of either Party 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 the 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 in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") 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 Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

32.0 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.

33.0 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.

34.0 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

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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 COMCAST:

Attention: Sam Cullari
Senior Counsel
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Telephone Number: (215) 286-8097
Facsimile Number: (215) 286-5039
Internet Address: (E-mail): samuel_cullari@comcast.com

with a copy to:
Attention: Beth Choroser
Executive Director, Regulatory Compliance
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Telephone Number: (215) 286-7893
Facsimile number: (215) 286-5039
email: beth_choroser@comcast.com

To CenturyLink:

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

With copy to CenturyLink at the address shown below:

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

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

35.0 ORDERING

35.1 Ordering and Electronic Interface. As of the Effective Date, a web-based interface is being used for COMCAST to order services under this Agreement. Unless otherwise provided in the Articles of this Agreement, COMCAST 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 or electronic interfaces are unavailable, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. CenturyLink shall make enhanced electronic interface ordering available through the legacy CenturyLink IRES or EASE systems to CLECs for services under this Agreement. The Parties agree that, to the extent practicable, the IRES or EASE systems will be used by COMCAST for ordering services and any manual, facsimile or email interface will be discontinued, except as otherwise required when the electronic system is unavailable.

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 COMCAST; 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. Notwithstanding the foregoing, if this is a successor agreement and the Parties are already interconnected or exchanging traffic, compliance with this Section 35.2 is not required.

36.0 POINTS OF CONTACT FOR CUSTOMERS

36.1 A Party shall be the primary point of contact for its customers.

The Parties shall establish telephone numbers and mailing addresses at which its customers may communicate with such Party and shall advise its customers of these telephone numbers and mailing addresses.

36.2 Except as otherwise agreed to by the Parties, or as required by FCC or Commission rules, the Parties shall have no obligation, and may decline, to accept a communication from the other Party's customer, including but not limited to issues with number ports to the other Party. Notwithstanding the foregoing, each Party acknowledges its responsibility to accept communications from the other Party's customer for any services or billings provided such customer while it was a customer of the Party's.

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37.0 PUBLICITY AND USE OF TRADEMARKS

37.1 Except as specifically set out in this Agreement, 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, except that either Party may use the name of the other Party in truthful comparative advertising.

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 COMCAST.

37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38.0 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, Price List, 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, Price List, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39.0 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.

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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.

40.0 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.

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41.0 STANDARD PRACTICES

41.1 The Parties acknowledge that CenturyLink shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the CLEC industry which may be added or incorporated by reference in the CenturyLink Standard Practices. COMCAST agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement to the extent such practices are not in conflict with terms of this Agreement, any Commission or FCC approved orders, rules or polices and are consistent with industry standard practices.

41.2 If COMCAST desires notice of changes made to CenturyLink's Standard Practices, COMCAST may make such request during the Agreement implementation process or at any subsequent time during the term of this Agreement, unless COMCAST has already done so under a predecessor agreement in which case such request will continue to be honored under successor agreements.

42.0 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.

43.0 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.

44.0 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.

45.0 TAXES

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

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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.

Notwithstanding anything to the contrary contained herein, COMCAST is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. COMCAST 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, COMCAST 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 COMCAST's representations to CenturyLink concerning the status of COMCAST'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.

45.1 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.

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.

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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.

46.0 TBD PRICES

46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to COMCAST ordering any such TBD item, the Parties shall meet and confer to establish a price.

46.2 In the event the Parties are unable to agree upon a price, including an interim price, for a TBD item, either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

47.0 TECHNOLOGY UPGRADES

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 a Party's ability to modify its network through the incorporation of new equipment or software or otherwise. The other Party shall be solely responsible for the cost and activities associated with accommodating such changes in its own network, unless otherwise agreed by the Parties.

48.0 TERRITORY

48.1 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.

48.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 2.7 of this Article.

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49.0 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.

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52.0 WAIVER

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.

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ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 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 interconnect their networks directly or indirectly for the transmission and routing of Telephone Exchange Service and Exchange Access. As provided herein, CenturyLink will provide Interconnection at any Technically Feasible point within CenturyLink's network in conformity with this Article and Applicable Law.

1.1.1 This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyLink to COMCAST or by COMCAST to CenturyLink and the transport and termination and billing of Local Traffic, ISP Bound Traffic and Exchange Access traffic between CenturyLink and COMCAST.

2.0 NETWORK INTERCONNECTION METHODS

2.1 Introduction

2.1.1 This Section sets forth the terms and conditions by which Network Interconnection Methods (NIMs) are provided between CenturyLink and COMCAST. Network Interconnection Methods designate facilities established between the Parties' Networks. Additionally, this Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic, ISP Bound Traffic and Exchange Access traffic between 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.

2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Article.

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2.1.3 CenturyLink shall provide Interconnection for COMCAST'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.

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. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for the Parties' Interconnection in a LATA. For entry to new LATA's the physical architecture plan will be completed within sixty (60) days from COMCAST's written request for interconnection and contingent upon the Parties' mutual agreement on the architecture. COMCAST and CenturyLink agree to interconnect their networks through existing and/or new Interconnection facilities between COMCAST switch(es) and CenturyLink's End Office(s) and/or Tandems. The physical architecture plan will be in accordance with forecasting and planning requirements in Section 3.5 of this Article and, at a minimum, include the location of COMCAST's switch(es) and CenturyLink End Office or CenturyLink Tandem switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities.

2.2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a Technically Feasible point in the network where the Parties deliver Local Traffic and ISP Bound Traffic to each other and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a POI are set forth in Section 3.3.2 of this Article. In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection between the Parties' networks.

2.2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POI(s) when required pursuant to this Agreement. Criteria to be used in determining POI(s) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement as to the location of POI(s) will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture,

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including but not limited to trunking changes or adding new switches, then the Parties will negotiate POI changes if required.

2.2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section. COMCAST will be responsible for engineering and maintaining its network on its side of the POI. CenturyLink will be responsible for engineering and maintaining its network on its side of the POI and for facilities on the COMCAST side of the POI that it leases to COMCAST.

2.2.5 A request by either party to modify the existing POI location(s) or a request by COMCAST to modify the NIM shall be made in writing. The Parties shall work cooperatively, pursuant to this Article, regarding any such proposed modification.

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

2.2.7 Technical Interfaces

2.2.7.1 Handoffs at the POI(s) will be DS1, DS3 or as otherwise mutually agreed to by the parties. When a DS3 or a higher level handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

2.2.7.2 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

Either Party may use the following types of network facility connection, using such interface media as are (i) appropriate to support the type of connection requested and (ii) available at the facility at which connection is requested.

2.3.1 Facility Interconnection:

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2.3.1.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to such Party's applicable tariff, may lease facilities from a third party or may construct or otherwise self-provision facilities.

2.3.2 Fiber Meet Interconnection

2.3.2.1 If mutually agreed, which agreement shall not be unreasonably withheld, Fiber Meet Interconnection between CenturyLink and COMCAST can occur at any mutually agreeable, economically and Technically Feasible point(s) between a CenturyLink End Office or a CenturyLink Tandem Office and COMCAST's premises within the Local Calling Area with each Party being individually responsible for its incurred costs in establishing this arrangement. COMCAST shall request a Fiber Meet Point arrangement via request to their assigned Carrier Account Manager.

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 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(s). 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 of 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.

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2.3.2.5 The COMCAST location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is COMCAST'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 COMCAST. This location is CenturyLink's responsibility to provision and maintain.

2.3.2.7 Neither party shall charge the other any non-recurring, recurring or usage charges for the use of its allotted facilities, including associated FOT and multiplexing functionality, on the Fiber Meet Point arrangement for the trunk and traffic types described in the Agreement.

2.3.2.8 Pursuant to the mutually agreed upon implementation terms, CenturyLink and COMCAST 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 for the purposes of Interconnection.

2.3.2.9 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.

2.3.2.10 COMCAST 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 COMCAST and CenturyLink.

2.3.3 Indirect Network Connection

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2.3.3.1 Indirect Network Connection is intended only for de minimis traffic associated with COMCAST "start-up" market entry into a CenturyLink local exchange which does not subtend a CenturyLink Tandem. Therefore, unless the Parties agree otherwise, Indirect Network Interconnection will be allowed until the trigger as set forth in Section 3.3.1.5 of this Article has been reached.

2.4 Responsibilities of the Parties

2.4.1 The Parties shall work cooperatively to install and maintain a reliable network. COMCAST 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.

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2.4.3 COMCAST 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 their 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. If the Interconnection facilities to be deployed cannot be agreed upon within a reasonable period, either Party may invoke the provisions for dispute resolution set forth in Article III, Section 20 of this Agreement

2.5.2 <u>Criteria</u>:

2.5.2.1 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section

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11 and Article IV, 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 months of the initiation of such discussion or as otherwise agreed by the Parties.

3.0 INTERCONNECTION TRUNKING REQUIREMENTS

3.1 Introduction

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3.1.2 This Section provides a description of the interconnection trunking requirements between COMCAST and CenturyLink. All references to

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incoming and outgoing trunk groups are from the perspective of COMCAST.

3.1.3 Local trunk groups may only be used to transport Local Traffic and IntraLATA Toll between the Parties pursuant to the terms of this Article.

3.1.4 SS7 Common Channel Signaling will be used whenever Technically Feasible. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

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. 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 Traffic, Jointly Provided Switched Access Traffic, IntraLATA Toll Traffic and ISP Bound Traffic shall be established between the Parties' networks pursuant to the terms of this Article. Two-way trunking for Local Traffic and IntraLATA Toll Traffic will be jointly provisioned and maintained. The costs associated with transporting ISP-Bound Traffic to a Party shall be the sole responsibility of such Party providing the ISP service. For administrative consistency COMCAST 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 3.2.1 and 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. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties, which agreement shall not be unreasonably withheld. 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.

3.3 Direct and Indirect Connection

3.3.1 Indirect Network Connection

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3.3.1.2 Indirect Network Connection shall be accomplished by CenturyLink and COMCAST each being responsible for delivering Local Traffic, IntraLATA Toll Traffic and ISP-Bound Traffic exchanged between the Parties End Users to a third-party Tandem Switch serving the CenturyLink end office on the traffic route. Each Party is responsible for the facilities, including financial responsibility, to its side of the Tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem Switch.

3.3.1.3 The originating carrier is responsible for payment of charges to the third-party Tandem Switch provider unless Commission orders stipulate otherwise. The Parties agree to enter into their own transiting arrangements with third-party Tandem Switch providers.

3.3.1.4 Intentionally left blank.

3.3.1.5 Unless the Parties mutually agree otherwise, a Direct Network Connection and POI shall be established once the volume of Indirect Traffic exchanged between the Parties at a CenturyLink end office exceeds a DS1, defined as 240,000 combined minutes of use per month, for three (3) consecutive months. If COMCAST has not established a direct interconnection ninety (90) days after CenturyLink notification, in accordance with Section 34.2 of Article III, that Direct Network Connection is required as provided herein, COMCAST will reimburse CenturyLink for any transit charges billed by an intermediary carrier for Local Traffic or ISP-Bound Traffic originated by CenturyLink. Failure to pay such charges will invoke procedures set forth in Article III, Section 9. Notwithstanding the foregoing, if COMCAST is unable to establish direct end office trunking within the ninety (90) day period due to the fault of CenturyLink, including but not limited to, unavailable facilities, CenturyLink shall continue to pay any transit charges for its own originating traffic until such direct end office trunking can be implemented.

3.3.2. Direct Network Connection and Point of Interconnection (POI)

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3.3.2.2 COMCAST must establish a POI within each LATA, at any Technically Feasible point, on CenturyLink's network including Tandem Switch locations, End Office Switch locations, and mid-span fiber meets. The Direct Network Connection point established shall be the POI. COMCAST may utilize any combination of its own facilities, leased network facilities from CenturyLink, and third-party provided facilities to interconnect at the POI.

3.3.2.2.1 Where CenturyLink's network contains multiple Tandems in the LATA, COMCAST must establish a POI at each Tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with CenturyLink; provided however, to the extent that the Tandems are interconnected utilizing CenturyLink-owned facilities with sufficient available capacity, COMCAST will be required to establish only one POI at a Tandem in the LATA with separate trunk groups for each Tandem in the LATA where it wishes to exchange traffic. And provided further that, when traffic exchanged between the Parties through a Tandem exceeds a DS3 level for three consecutive months, COMCAST will establish a new POI at such Tandem.

3.3.2.2.2 COMCAST shall establish an additional POI at any CenturyLink end office that subtends a non-CenturyLink Tandem under the circumstances described in Article IV, Section 3.3.1.5; provided however, an additional POI shall not be required to a CenturyLink End Office served by a non-CenturyLink Tandem if such End Office is contiguous to another CenturyLink serving area where COMCAST has already established a POI, there are existing CenturyLink-owned facilities that directly connect the End Offices and those CenturyLink-owned facilities have sufficient available capacity for COMCAST's interconnection requirements.

3.3.2.2.3 COMCAST must establish a direct end office trunk ("DEOT") at a CenturyLink End Office Switch within a CenturyLink tandem serving area when total traffic volumes exchanged between the Parties at a particular CenturyLink End Office exceeds a DS-1 trunk equivalency as described in Section 3.3.2.5 of this Article for a period of

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three (3) consecutive months; provided however, such DEOT shall not constitute a POI.

3.3.2.3 When COMCAST provides one hundred percent (100%) of the facilities used for interconnection at a POI established at a CenturyLink switching location, either through facilities constructed by COMCAST, facilities leased from CenturyLink, or from third parties, the Parties agree as follows:

3.3.2.3.1 In the event the POI is located at a CenturyLink Tandem Switch, each Party will be financially responsible for the transport to the POI for both originating and terminating traffic.

3.3.2.3.2 In the event the POI is located at an End Office in a CenturyLink contiguous serving area that subtends a non-CenturyLink Tandem, COMCAST may charge CenturyLink for a proportionate share of the recurring charges for any transport facilities leased from CenturyLink or leased from third parties, based on the amount of traffic originated by CenturyLink as a percentage of total traffic on the facility (excluding any toll traffic and ISP Bound Traffic), and COMCAST may bill CenturyLink an amount equal to the proportionate percentage specified above multiplied by the amount COMCAST pays to lease such facilities from a third party or the amount CenturyLink would charge to lease equivalent facilities, whichever is lower, subject to the limitations set forth below. COMCAST shall be financially responsible for the proportion of such facilities used to carry traffic (i) originated by COMCAST, (ii) ISP-Bound traffic terminated by COMCAST, and (iii) toll traffic. CenturyLink will not compensate COMCAST for any portion of a shared interconnection facility that extends beyond CenturyLink's serving area. CenturyLink shall not be obligated to utilize interconnection facilities provided by COMCAST to terminate CenturyLink's traffic

3.3.2.4 Intentionally left blank.

3.3.2.5 A DS-1 trunk equivalency is deemed established in any of the following instances:

3.3.2.5.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service

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based upon application of the Erlang B table is equal to or exceeds 24 trunks between two single end office switches of each Party for three consecutive months.

3.3.2.5.2 Combined two-way traffic between two single end office switches of each Party reaches 240,000 combined minutes of use per month for three consecutive months.

3.3.2.5.3 At the forecasted date when a traffic forecast prepared pursuant to requirements of Article III, Section 11 or Article IV, Section 3.5 indicates that combined two-way traffic between two single end office switches of each Party will exceed 240,000 minutes of use per month; provided however, a DS1 equivalency shall be deemed effective on the forecasted date when such usage is attained, which date may be changed in subsequent (non-binding) forecasts.

3.3.2.5.4 In any instance where COMCAST has obtained a new customer for which it can reasonably expect that such customer will have combined two-way Local Traffic usage of 240,000 or more minutes of use in a month between two single end office switches of each Party.

3.3.2.6 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 3.3.2.5 of this Article has occurred.

3.3.2.7 All traffic received by CenturyLink on the DEOT group from COMCAST must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by COMCAST 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 unless otherwise made technically available by CenturyLink. 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).

3.3.2.8 COMCAST and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. COMCAST and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic, IntraLATA Toll Traffic, and ISP Bound Traffic.

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COMCAST and CenturyLink will support the provisioning of trunk groups that carry Exchange Access Traffic on the same facility as used for trunk groups carrying Local Traffic and ISP Bound Traffic. Notwithstanding the above, CenturyLink may require separate trunk groups from COMCAST to originate and terminate non-Local Traffic calls and to provide Switched Access Service to IXCs where CenturyLink has an Access Tandem.

3.3.2.8.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

3.3.2.8.2 Each Party shall only deliver traffic over the Interconnection Facility to the other Party's Tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the Tandem or to those wireless service providers that directly subtend the Tandem.

3.3.2.8.3 Neither party shall route Jointly Provided Switched Access Service traffic over Local Interconnection Trunks, or Local Traffic and ISP Bound Traffic over Jointly Provided Switched Access Service trunks.

3.4 Trunk Groups

The following trunk groups shall be used to exchange traffic between COMCAST and CenturyLink:

3.4.1 Jointly Provided Switched Access Trunk Groups. The Parties shall establish a separate trunk group for the purpose of exchanging Jointly Provided Switched Access Service where CenturyLink has an Access Tandem Switch.

3.4.2 Local, IntraLATA Toll and Transit Traffic Interconnection Trunk Group(s)

3.4.2.1 <u>Direct End Office Trunking (DEOT)</u>

3.4.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local Traffic, IntraLATA Toll Traffic and ISP Bound Traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Section 3.3.2.5 of this Article.

3.4.2.2 Tandem Trunking. Where CenturyLink has a Tandem Switch, the Parties shall establish Tandem Trunking for the exchange of Local

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Traffic, IntraLATA Toll Traffic, Transit Traffic, Jointly Provided Switched Exchange Access Traffic and ISP Bound Traffic pursuant to Section 3.3.2.8.

3.4.3 Where either Party offers local service to End Users, either directly or through a wholesale offering, that Party, or its wholesale customer, must maintain network facilities (whether owned or leased) used to actively provide, in part, local services in the geographic area where service is offered.

3.4.4 COMCAST 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 COMCAST 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 <u>High Volume (HV) / Mass Calling (Choke) Trunk Group:</u>

3.4.5.1 If COMCAST should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, COMCAST shall provide written notification to CenturyLink.

3.4.6 Separate 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:

3.4.6.1 911/E911 trunks;

3.4.6.2 Mass Calling Trunks, if applicable; and

3.4.6.3 Toll Free Service trunks for unqueried toll free calls originated by COMCAST customers.

3.4.6.4 Operator Services

3.4.6.5 Directory Services

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3.4.6.6 Other Trunk Groups as the Parties may agree are required for jurisdictional separations purposes pursuant to 3.3.2.8.

3.5 Forecasting and Planning Responsibilities

3.5.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 11, and as a condition to CenturyLink's processing of COMCAST interconnection services ASRs. Notwithstanding the foregoing, the previous provision related to initial joint planning and forecasting do not apply where the Parties have a direct connection in place or are exchanging traffic. COMCAST shall provide subsequent forecasts on an annual basis. The Parties forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of two years. Forecasts shall be non-binding on both Parties. Both Parties shall take forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the other Party. 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.

3.5.2 The annual forecasts shall include:

3.5.2.1 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 two (current and plus 1) years; and

3.5.2.2 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.

3.5.2.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

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3.5.3 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.

3.5.4 COMCAST shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to COMCAST and COMCAST shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section.

3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences. To the extent the Parties cannot reconcile the differences in the forecasts the dispute shall be referred to the Dispute Resolution procedures in this Agreement.

3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

3.5.7 In order to facilitate sound and economical network planning and provisioning, CenturyLink deployment of trunks for COMCAST use may be conditioned on (i) fill factors for trunks previously deployed for the COMCAST; (ii) a stranded plant or special construction termination charge to COMCAST for not utilizing the ordered trunking for the forecasted duration; and (iii) whether the COMCAST ordered trunking is currently available.

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 a time consistent average busy season busy hour Erlang B .001 factor.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

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). The Parties

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agree that neither Party shall alter trunk sizing without first conferring with the other Party.

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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 seventy percent (70%) 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 thirty percent (30%) 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 COMCAST will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

3.9 Where CenturyLink has available facilities, trunk orders shall be provisioned by CenturyLink in the interval that it would provide such services to itself or to its own End Users. If either COMCAST 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.

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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 either Party request trunking from the other Party in excess of the industry traffic engineering design blocking standard, such Party is not obligated to provide such trunking unless the requesting Party agrees in writing to pay for the excess trunking on the other Party's side of the POI.

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. Upon request of either Party the Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be such date as agreed upon, after the trunk groups begin passing live traffic. The traffic data to be exchanged will be as agreed by the Parties. 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 <u>Restrictive Controls</u>

3.12.1.1 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. COMCAST and CenturyLink will immediately notify each other of any protective control action planned or executed.

3.12.2 <u>Expansive Controls</u>

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3.12.2.1 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

3.12.3.1 COMCAST 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.

4.0 MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

4.1 Introduction

4.1.1 This Section sets forth terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyLink and COMCAST.

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

4.2.1 The Telecommunications traffic exchanged between COMCAST and CenturyLink for purposes of intercarrier compensation will be classified as Local Traffic, ISP-Bound Traffic, and Exchange Access.

4.2.1.1 “Local Traffic,” for purposes of intercarrier compensation, is as defined herein.

4.2.1.2 “ISP-Bound Traffic” is as defined herein.

4.2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party’s switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points regardless of the technology used (e.g. TDM, IP, analog, digital, etc.) to originate or terminate such traffic. When an End User originates a call which terminates to an End User 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

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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 jurisdictionally appropriate access rates to non-Local Traffic, COMCAST shall adopt the Rate Center areas and Rating Points that the Commission has approved for CenturyLink; provided however, that each Party may define its own local calling area for purposes of End User billing. In addition, each Party shall assign whole NPA/NXX code blocks to each Rate Center, subject to State regulatory requirements. If a Party 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 VNXX Traffic shall not be deemed Local Traffic for purposes of intercarrier compensation. The Parties agree to "Bill and Keep" as the arrangement for mutual reciprocal compensation for termination of VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic).

4.2.2.3 Intentionally left blank.

4.2.2.4 Neither Party is exchanging VNXX Traffic as of the effective date of the Agreement. However, if either Party should begin using Virtual NXXs and the Parties are exchanging Local Traffic at other than Bill and Keep, the Party using such VNXXs shall notify the other Party and the Parties shall negotiate a Percent Local Usage (PLU) factor to determine the amount of traffic terminating to the Party providing VNXXs. The Parties shall use the PLU to determine the VNXX traffic subject to Bill and Keep. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, the originating Party shall provide the terminating Party a PLU. The PLU may be audited or updated upon request by either Party; provided however, such audit or update may be no more often than once per year.

4.2.3 COMCAST and CenturyLink agree to terminate each other's ISP-Bound Traffic, as defined herein, 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 COMCAST establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the

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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 shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional EAS plans, where applicable, will be classified as toll traffic.

4.2.6 Intentionally left blank.

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, following ten (10) business days written notice in accordance with the Notice provisions in this Agreement to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties. Provided however, that if the other Party disputes the improper routing, no action may be taken pending resolution of the dispute in accordance with the Dispute Resolution provisions in Article III, Section 20 of this Agreement.

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. The Parties are each solely responsible for participation in and compliance

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with any applicable national network plans which may include the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

4.3.2 Each Party is responsible to input required data into applicable systems 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, pursuant to Article III, Section 31.3 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 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 to the extent Technically Feasible (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 VII- 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

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Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding ISP-Bound Traffic, either Party may notify the other that mutual compensation will commence for such Local Traffic, excluding ISP-Bound Traffic, pursuant to the rates set forth in Article VII-Pricing of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed pursuant subsequent traffic studies (not more frequent than every 12 months) indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic. TBD prices will be negotiated per Article III, Section 46.0, TBD Prices.

4.4.3 <u>End Office Termination Rate</u>

4.4.3.1 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 Billing for Mutual Compensation

4.5.1 <u>Direct Interconnection</u>

4.5.1.1 Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.5.1.2 Where SS7 connections exist between CenturyLink and COMCAST, unidentified traffic (i.e. without CPN or JIP) will be handled in the following manner.

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4.5.1.2.1 If the amount of unidentified traffic is less than five percent (5%) of the total traffic, it will be treated as having the same jurisdictional ratio as the identified traffic.

4.5.1.2.2 If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges.

4.5.1.2.3 The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of traffic without the CPN or JIP identifiers does not exceed five percent (5%) of the total traffic delivered.

4.5.1.2.4 The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

4.5.2 Indirect Interconnection

4.5.2.1 For any traffic exchanged between the Parties via third party tandems, either Party may utilize records provided by the tandem operator to invoice for traffic terminating on its network. The other Party agrees to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

4.5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each CenturyLink operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic) originating traffic would represent the PLU factor.

4.5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified Article III, Section 7.0.

4.5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

4.6 Transit Traffic

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4.6.1 All references to CenturyLink Tandems in this section pertain only to those locations where CenturyLink currently owns a Tandem. CenturyLink Tandem services are not available 1) at CenturyLink End Offices or 2) to CenturyLink End Offices where the End Offices are not connected to a CenturyLink Tandem.

4.6.2 Where CenturyLink is a Tandem owner, Transit Service is provided by CenturyLink to COMCAST via COMCAST's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, another LEC, or a wireless carrier) that is connected to the Tandem. To the extent that COMCAST owns a Tandem Switch, as designated in the LERG, COMCAST may also provide Transit Service to CenturyLink.

4.6.3 For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 4.7 and 4.5.2.2 of this Article apply.

4.6.4 CenturyLink will accept Transit Traffic originated by COMCAST for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch. CenturyLink will also accept Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch for termination to COMCAST, subject to the following.

4.6.4.1 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

4.6.4.2 The originating Party is responsible for payment of appropriate rates pursuant to Section 4.6.4.4 below to the Party providing the Transit Service. The originating Party agrees to make commercially reasonable efforts to establish appropriate traffic exchange and compensation arrangements with third-party Telecommunications Carriers. In the event the originating Party is unable to establish a traffic exchange and compensation arrangement with a third-party Telecommunication Carrier, the originating Party will indemnify, defend and hold harmless the

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transiting Party against any and all charges levied by such third-party Telecommunications Carrier, for transport and termination of Transit Traffic, including any reasonable attorneys' fees and expenses as defined in Section 30.1 of Article III. In the case of IntraLATA Toll Traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.

4.6.4.3 Where either Party interconnects and delivers traffic to the other Party from third parties, the transiting Party shall not bill the terminating Party for transiting of the traffic.

4.6.4.4 The following rates shall apply to Transit Traffic depending on the type of traffic being transited:

4.6.4.4.1 Transit of Local Traffic: The transiting rate will be charged to the originating Party, as contained in Article VII (Pricing).

4.6.4.4.2 Transit of Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, as contained in the respective Party's state or federal access tariff.

4.7 Billing of Jointly Provided Switch Access Services Traffic

4.7.1 Where COMCAST subtends a CenturyLink tandem, the Parties will establish meet point billing ("MPB") arrangements in accordance with MECAB.

4.7.2 Billing to IXC for Switched Access Services jointly provided by the Parties shall be according to the multiple bill single tariff method as described in the MECAB document in which each Party will render a bill in accordance with its applicable tariff for that portion of the service it provides. Each party will bill the applicable network access service rates to the IXC.

4.7.3 As detailed in MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill IXCs for Switched Access Services traffic jointly handled by the Parties. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium.

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4.7.4 The Parties will negotiate billing percentages to account for their respective transport each is providing pursuant to MECAB guidelines. If COMCAST is providing or leasing all of the facilities on the jointly provisioned route, the billing percent shall be 100% COMCAST.

4.8 Billing.

4.8.1 Each Party shall render to the other a bill for services provided under 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, shall be billed in arrears.

4.8.2 Billing Specifications.

4.8.2.1 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).

4.8.2.2 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.

4.8.2.3 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.

5.0 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.

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ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to COMCAST shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. CenturyLink agrees to respond to COMCAST trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail customers or to any other similarly situated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to COMCAST only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

2.1 CenturyLink shall not respond to maintenance and/or repair calls directly from COMCAST's End Users or customers. COMCAST shall initiate any and all maintenance and/or repair calls to CenturyLink.

2.2 CenturyLink will provide a single point of contact (SPOC) for all of COMCAST'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 Standard Practices.

2.3 On a reciprocal basis, COMCAST 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 COMCAST agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyLink Standard Practices. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), COMCAST must first conduct trouble isolation to ensure that the trouble does not originate from COMCAST's own equipment or network or the equipment of COMCAST's customer.

2.5 If (a) a Party reports to the other Party a trouble, (b) the reporting Party requests a dispatch, (c) the other Party dispatches a technician, and (d) such trouble was not caused by the other Party's facilities or equipment in whole or in part, then the requesting Party shall pay the other Party a charge set forth in Article VII (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by a Party is not available at the appointed time. Each Party accepts responsibility for initial trouble isolation and

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providing the other Party with appropriate dispatch information based on its test results. If, as the result of the requesting Party's instructions, the other Party is erroneously requested to dispatch to a site on the Party's premises ("dispatch in"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to the requesting Party. If as the result of the requesting Party's instructions, the other Party is erroneously requested to dispatch to a site outside of the Party's company premises ("dispatch out"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to the requesting Party. Neither Party will refuse after hours or Holiday dispatches when requested by the other Party.

3.0 ESCALATION PROCEDURES

3.1 Upon execution of this Agreement, CenturyLink will provide COMCAST with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved to the satisfaction of COMCAST. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyLink management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyLink Standard Practices.

3.2 On a reciprocal basis, COMCAST will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

4.1 COMCAST may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact COMCAST End Users or customers.

4.1.1 CenturyLink will establish an SPOC to provide COMCAST 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 Interconnection Facilities and trunks after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for COMCAST 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.

5.0 MISDIRECTED REPAIR CALLS

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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 Users 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 the other Party's End Users or to market services.

6.0 PRICING

6.1 Rates and charges for the relevant services provided under this Article are included in Article VII (Pricing).

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ARTICLE VI: ADDITIONAL SERVICES

1.0 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.

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 Intentionally left blank.

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 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 is less downtime to the end–user.

1.2 Number Portability (NP).

1.2.1 Each Party will provide Local Number Portability and obtain End User authorization 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 a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyLink Standard Practices that complies with applicable FCC rules, regulations and order.

1.2.2.1 Notwithstanding anything herein or in a related document or Standard Practices, the LSR will have a requested due date that is

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not less than the standard provisioning intervals as established by FCC approved rules, regulations and orders.

1.2.2.2 Notwithstanding anything herein or in a related document or Standard Practices, both Parties agree to provide a Firm Order Confirmation (FOC) and Customer Service Records (CSRs) to the Recipient Party within the time frame established by FCC rules, regulations and orders for a "clean" simple port request LSR. A clean simple port request means that the Party submitting the LSR port request did so accurately without errors in the FCC required validation fields.

1.2.2.3 Notwithstanding anything herein or in a related document or Standard Practices, the minimum porting interval for simple ports shall be as set forth by the FCC regardless of order volume.

1.2.3 Intentionally left blank.

1.2.4 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received. The Party will bill the 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, correct, change or cancel a previously submitted LSR.

1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a either Party in a LATA, the other Party will route traffic destined for the Party'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 either Party receives an unqueried call from the other Party to a telephone number that has been ported to another local services provider, the transit rates in Article VII 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, for example: 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 COMCAST.

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1.2.8 When a ported telephone number becomes vacant, ***e.g.*****,** the telephone number is no longer in service by the End User of the Recipient Party, 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 Parties agree that in the event a telephone number(s) is ported away from one Party by the other Party, the Party from whom the telephone number(s) was ported is no longer responsible for telecommunications-related items associated with the ported telephone number(s), *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDB).

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 LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink maintains in its CenturyLink Standard Practices identification of the circumstances 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 after receiving confirmation from NPAC that the port has been activated.

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 Standard Practices.

1.3.2.2 Pricing for Number Portability Coordinated Hot Cuts (CHCs).

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 Article VII (Pricing).

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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.

2.0 INTENTIONALLY LEFT BLANK

3.0 TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES

Where CenturyLink is the 911/E911 service provider in a particular Rate Center in which COMCAST is authorized to provide Telephone Exchange Service, COMCAST may connect to the CenturyLink 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to COMCAST End Users and for access to all subtending Public Safety Answering Points (PSAPs). CenturyLink's provision of such 911/E911 services to COMCAST shall be governed by the rates, terms and conditions set forth in Appendix B of this Agreement.

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

Directory listings and directory distribution services for COMCAST's End Users will be provided by CenturyLink to COMCAST pursuant to the Directory Service Appendix A of this Agreement.

5.0 NETWORK INTERFACE DEVICE

5.1 CenturyLink will provide nondiscriminatory access to either side of the Network Interface Device (NID). CenturyLink shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article VII (Pricing), and such rates and charges shall apply as set forth below.

5.2 The NID is defined as any means of interconnection of customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User's inside wire. Except in 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 (*i.e.*, on the End User's side of the NID) is under the control of the End User . Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

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5.3 COMCAST may obtain access to the NID on CenturyLink's network side or the End User's side on a stand-alone basis to permit COMCAST to connect its own loop facilities to the premises wiring at any customer location. COMCAST may access the End User's side of the NID only in accordance with the terms set forth in this Section 5. Any repairs, upgrade and/or rearrangements to the NID requested or required by COMCAST will be performed by CenturyLink based on the Time and Material Charges set out in Article VII (Pricing). CenturyLink, at the request of COMCAST, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article VII (Pricing). COMCAST may elect to disconnect CenturyLink's Local Loop from the NID on the customer's side of the NID, but COMCAST shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall COMCAST connect to either side of the NID unless the CenturyLink network is first disconnected from the NID as set forth in this Article.

5.4 With respect to multiple dwelling units or multiple-unit business premises, COMCAST 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.

5.5 CenturyLink shall be under no obligation to install a NID in order to enable COMCAST to interconnect to such NID, but CenturyLink shall make available to COMCAST any NID that exists at the time COMCAST seeks interconnections to a NID to serve an End User. The NIDs that COMCAST uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.

5.6 In no case shall COMCAST access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall COMCAST attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall COMCAST remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

5.7 COMCAST may access the End User's side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to COMCAST's own NID without any charge to COMCAST being incurred. Any other access to the End User's side of the NID that involves the insertion or use of any wiring owned or provided by COMCAST in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID.

5.8 Ordering Processes & Provisioning Intervals. The ordering processes and standard provisioning intervals applicable to NIDs made available pursuant to this Article shall be as set forth in the CenturyLink Standard Practices. Standard

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provisioning intervals shall be the same as the intervals under which CenturyLink provisions the same service to itself.

6.0 DIRECTORY ASSISTANCE

6.1 Each Party currently provides directory assistance to its End Users through a third party directory assistance provider. Such third party provider gathers information to populate its directory assistance databases and enable directory assistance service from multiple sources, including national directory assistance databases, and shall not knowingly or intentionally exclude listings of the other Party.

6.2 Either Party may in its sole discretion select a different third party directory assistance provider or self provision directory assistance. To the extent that a Party's change in directory assistance provider is reasonably expected to impact the access to and provision of the other Party's listing information, such Party will, within 30 days of such determination, notify the other Party of the event and the Parties agree to negotiate an amendment if necessary to this Agreement to reflect changes required that will ensure the continued availability of each Party's End User subscriber listing information to the other Party's End Users.

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ARTICLE VII: PRICING

I. GENERAL PRICING

The Parties agree that the rates reflected in this Article VII are reciprocal charges for the services provided by a Party. Should CenturyLink implement an electronically bonded OSS or otherwise substantially improve the efficiency of its pre-ordering or ordering process, upon COMCAST's request, the Parties shall renegotiate Pre-Ordering and Service Order Charges to reflect the new, more efficient processes.

Pre-ordering

Account Establishment	$273.13
Customer Service Record Request Per Account	
Automated	$4.50
Manual	$14.35

"Service Order Charge" for all LSRs
(including Number Portability and NID LSRs)

Simple	$ 9.24
Complex	$ 14.35

Custom Handling

Expedite Charges per Access Tariff	Special Access Tariff
Coordinated Hot Cut	
Standard Interval – Per Qtr. Hour	$ 30.72
Additional Interval	$ 26.97
Time and Materials	Individual Case Basis (ICB)
NID Outside Facility Connection	$ 42.45

Application of NRCs

Pre-ordering:

"Account Establishment" is a one-time charge applied the first time that either Party orders any service from the other Party, including a port.

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"Automated Customer Service Record Request" is a request for the CSR of a Party's end user through a Party's automated ordering system. An Automated CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, for each instance of a query by Billing Account Number ("BAN") or Telephone Number. For purposes of clarification, a single CSR non-recurring charge shall apply to queries by a BAN which return multiple Telephone Numbers. Further, an Automated CSR non-recurring charge will also apply to Manual CSR Requests when a Party's automated ordering system is otherwise unavailable during normal business hours for submission of Automated CSR requests.

"Manual Customer Service Record Request" is a request for service information on a Party's end user that is submitted outside of the Party's automated ordering system; e.g., via fax, physical email or electronic email. Until such time as an Automated CSR Request for a Centrex customer may be submitted via a Party's automated ordering system, the Parties acknowledge that the Manual CSR Request applies for such requests. For CenturyLink, Manual CSR requests shall be sent by email to the center, utilizing the following email address: dctr-neac-offires@centurylink.com . A Manual CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, based on each BAN or Telephone Number requested in the manual submission. For purposes of clarification, a single CSR non-recurring charge shall apply to manual requests by a BAN which return multiple Telephone Numbers.

Service Order Charges:

Except for a Service Order Charge as provided herein, neither Party shall charge the other Party for activities related to the porting of numbers. A Service Order Charge for an LNP Local Service Request (LSR) will be applicable when a Party submits an LSRs for any reason other than for a standalone CSR (Customer Search Record for CPNI) or DSR (Directory Service Request for a Listing only) purposes. The Service Order Charge is for administrative order processing not recovered through other charges for services or facilities. A Party will bill the Service Order Charge for an LSR regardless if the LSR is later supplemented, clarified or cancelled. Standalone CSR and DSR orders will be billed the specified charges for such services.

There are two types of LSR Charges:

Simple: Simple LSRs are orders that encompass 1 through 14 lines per order, to the extent that such orders do not otherwise fall within the definition of Complex orders.

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Complex: Complex LSRs are orders that require project management and will require the negotiations of due date interval; such as, data orders for ISDN, multi-line Centrex orders, or requests in excess of the Simple LSR per order limitation.

Notwithstanding any other terms of this Agreement, should a LSR be rejected on the basis that the validation criteria are incorrect and it is subsequently demonstrated that the LSR correctly reflects the data for the validation fields as are on the CSR, the submitting party shall not be charged for re-submitting the LSR, including any supplemental or change order charges. Further, a charge for a CSR shall not apply if a Party is required to request a CSR to demonstrate that information on the LSR is consistent with a CSR.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

"Service Order Expedite" applies if a Party requests service prior to the standard due date intervals.

"Coordinated Hot Cut" applies when the LSR requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and COMCAST to perform the completion of a local service request order.

"Time and Materials" charges apply for non-standard or individual-case-basis work requested by a Party.

NID Outside Facility Connection applies in addition to the Service Order charge when incremental fieldwork is required.

NID Monthly Recurring Charges

WI $1.04

II. INTERCONNECTION PRICING

Interconnection pricing will be applied as defined and pursuant to the terms in Article V.

A. Reciprocal Compensation

Local Traffic (Pursuant to Article IV, Section 4.2.2)	TBD

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ISP-Bound Traffic (Pursuant to Article IV, Section 4.2.3)	Bill & Keep
B. Tandem Transit Charge Per MOU	$0.005

C. Initial Factors:

Initial CenturyLink Originated Local Traffic Factor 50%

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SIGNATURE PAGE

COMCAST PHONE OF WISCONSIN, LLC

By: DocuSigned by: Michael Clancy 50FF52D1AF544EC...

Name: Michael Clancy

Title: VP Carrier Management

Date: 10/8/2012

CENTURYTEL OF CENTRAL WISCONSIN, LLC;
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC;
CENTURYTEL OF FORESTVILLE, LLC;
CENTURYTEL OF LARSEN-READFIELD, LLC;
CENTURYTEL OF MONROE COUNTY, LLC;
CENTURYTEL OF NORTHERN WISCONSIN, LLC;
CENTURYTEL OF NORTHWEST WISCONSIN, LLC;
CENTURYTEL OF SOUTHERN WISCONSIN, LLC;
CENTURYTEL OF MIDWEST-KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;
each of which is now doing business as, CENTURYLINK

By: 05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen

Name: L.T. Christensen

Title: Director - Wholesale Contracts

Date: 10/8/2012

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APPENDIX A

DIRECTORY SERVICES

1. SCOPE

CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the "Directory" or "Directories" as the case may be) in certain CenturyLink local exchange service areas (the "CenturyLink Local Areas").

This Appendix sets forth the rates, terms and conditions pursuant to which CenturyLink agrees to provide to COMCAST basic services associated with the Directories such as publication of listings and distribution (the "Directory Services" or "Services") as more particularly described in of this Appendix. These terms are applicable only to hard copy directory books. CenturyLink and COMCAST may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to addendums to this Appendix and governed by the terms and conditions set forth in this Agreement. No addendum for Additional Services shall be binding unless signed by the Parties.

2. COMCAST OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of COMCAST, 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 on ***Exhibit A*** attached to this Appendix A:

a. COMCAST may, in its sole discretion, submit to CenturyLink or, if so elected by COMCAST, to submit an annual data file as provided herein to the designated third party publisher ("Publisher") any Listing Information (as hereinafter defined), as determined by COMCAST, relating to its subscribers ("Subscribers") who desire published listings within a CenturyLink Directory. For purposes of this Agreement, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall COMCAST provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by COMCAST without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request ("LSR") or a standalone Directory Service Request ("DSR") or, if to the Publisher, in a data file format as provided herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service

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guidelines in the CenturyLink Standard Practices, which may be accessed at http://business.centurylink.com//business/Wholesale/. Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

b. If providing Listing Information via an LSR or DSR, COMCAST shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where COMCAST elects to send an annual data file of Listing Information to the Publisher, COMCAST shall provide a separate distribution file to the Publisher.

c. If required for resolution of a Directory related inquiry, request or complaint received by COMCAST from its Subscribers, COMCAST shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process in Article III, Section 20 of this Agreement.

d. If providing Listing Information via an LSR or DSR, COMCAST shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.

e. If providing Listing Information via an LSR or DSR, COMCAST shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by COMCAST to CenturyLink and held in CenturyLink's database.

f. COMCAST will pay charges as set forth in the attached ***Exhibit A, Directory Services Fee Schedule***, for requested Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher, as identified in Exhibit A. Where COMCAST requests services or work that is outside the scope of that set forth in Exhibit A, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from COMCAST to undertake such work on COMCAST's behalf.

g. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. COMCAST shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) business days prior to the BOC ("cut-off date"). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing

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Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more that 10 percent of Comcast's listings, Comcast will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior to BOC. COMCAST expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event COMCAST fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and COMCAST shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to COMCAST with the time frames required herein and that such Galley Proofs have not been modified after COMCAST's review. COMCAST may request additional Galley Proofs with at least one (1) week's advance notice to CenturyLink and at charges as provided in Exhibit B.

h. If COMCAST elects to provide Listing Information via an annual data file to the CenturyLink Publisher, COMCAST will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of COMCAST intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as provided in Section 7 of this Appendix.

3. CENTURYLINK OBLIGATIONS AND RESPONSIBILITIES

During the Term of this Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

a. CenturyLink shall include one standard listing ("COMCAST Listing") for each Subscriber, at no charge to COMCAST or COMCAST's subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink's Directories for a CenturyLink Local Area in accordance with *Exhibit A*. Standard COMCAST Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings and pursuant to this Appendix.

b. Where COMCAST submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that COMCAST Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by COMCAST. In the event that CenturyLink incorrectly publishes the Listing Information of a COMCAST subscriber(s), through no fault of COMCAST, CenturyLink shall promptly, but in

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any event within ten (10) days of notice from COMCAST, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with COMCAST to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3.b, either Party may invoke the Dispute Resolution terms of this Agreement.

c. CenturyLink shall make available, at no charge to COMCAST or its Subscribers, one listing for each COMCAST business customer under the appropriate heading (if such heading is supplied by COMCAST) in CenturyLink's applicable classified Directories, such headings and Directories to be determined at CenturyLink's discretion. CenturyLink shall work cooperatively with Comcast to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.

d. At COMCAST request, CenturyLink shall include, at no additional charge, COMCAST critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where COMCAST offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, COMCAST must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes COMCAST's name and logo, telephone numbers for telephone services, billing, and repair services.

e. Except as provided in Section 7.b. below for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers COMCAST Subscriber Information pursuant to this Appendix and interfiled with Listing Information of CenturyLink and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish COMCAST Subscribers from CenturyLink or other CLEC Subscribers.

f. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to COMCAST or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by COMCAST. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new COMCAST Subscribers and those existing Subscribers that need

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replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to COMCAST's Subscribers an 800 number to use for any Secondary Distribution requirements.

g. Except where COMCAST elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of COMCAST Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of COMCAST Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink and/or its Publisher as set forth above in Section 2. COMCAST shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in Exhibit A to this Agreement, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of COMCAST before engaging in any such work on behalf of COMCAST.

h. Within ten (10) business days of a request by COMCAST, CenturyLink will provide COMCAST with the appropriate contact information for the CenturyLink directory publisher.

i. CenturyLink shall provide notice of Directory Service process or guideline changes to COMCAST as soon as such change is practicably known to CenturyLink but no less than thirty (30) days prior to the effective date of such change. Notice of such changes will be provided via the Electronic web notification process.

4. DIRECTORY ADVERTISING

COMCAST acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and COMCAST expressly acknowledges that 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

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The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

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 COMCAST listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply COMCAST with updates concerning publishing schedules and related matters.

Nothing in this Agreement shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that COMCAST chooses to provide listings via an annual data file, CenturyLink will notify COMCAST in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the COMCAST's listings are to be included in the directory publication and distribution.

7. SUBMISSION OF LISTINGS FOR PUBLICATION

COMCAST may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For all directory markets inclusive, COMCAST must choose either the LSR/DSR process or the annual data file method. If at any time COMCAST wishes to change the methodology used previously, COMCAST must notify CenturyLink in writing and the appropriate process will be instituted. Notification must be received at least one-hundred eighty (180) days before the desired effective date for the change of methodology. The Parties will work cooperatively together to effect such change.

a. LSR/DSR Option for submitting Directory Listings

1. COMCAST will submit directory listing requests for applicable listings, additions, changes, deletions via the LSR/DSR Process.

2. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all COMCAST orders within forty-eight (48) hours of being submitted by COMCAST.

b. Annual File

1. COMCAST may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its

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Publisher to handle Listing Information submitted via an annual data file by COMCAST pursuant to the terms of this Appendix and interfile COMCAST Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.

2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.

3. It is COMCAST's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by COMCAST) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date

4. COMCAST will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.

5. COMCAST is responsible for selling its listings to third party requestors if COMCAST selects the annual data file method.

6. There is no charge for the annual data file to be supplied by COMCAST.

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EXHIBIT A

Description of Services:

Preliminary Pages
- Critical customer contact numbers for billing, service, repair
- If requested by COMCAST, listing of COMCAST name and address in alphabetical order on page(s) titled "Other Telephone Service Providers"

Directory Listings
- A white pages listing for each COMCAST subscriber to be published
- A standard regular listing in classified section of directory for each COMCAST business subscriber to be published
  - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided by CenturyLink
- Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of COMCAST *
- A listing in the appropriate section of the directory for government agencies.

White Pages Galleys *
- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyLink

Copies of Directories
- One copy of telephone directory to COMCAST at time of publication
- Delivery of directories to COMCAST subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used.

Directory Service Request *
- Service order processing to update, establish or change a directory listing

***Applies only where the LSR/DSR Process is used by COMCAST**

DIRECTORY SERVICES FEE SCHEDULE:

Item	Description	Fee
Preliminary Pages	Listing of COMCAST and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge
Additional Listing		See attached Schedule of Tariff references

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Other Directory Listing Services shall be provided at rates set forth in applicable tariffs.

White Pages Galleys	First galley	No Charge
Ad Hoc (Each Additional) Galley		$150.00 ea.
Copies of Directories for Subscribers		No Charge

Directory Service Request (DSR applies when Directory request is made in a separate stand alone submission. If a Directory Request is made on a submission of an LSR, then the LSR charge only applies)

Directory Service Request ("DSR") to update or establish listing	$5.61

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ATTACHMENT 1

CenturyTel of Central WI	Section 8, Sheet 8.5
CenturyTel of Fairwater –Brandon-Alto	Section 16, Sheet 3
CenturyTel of Forrestville	Section 20, Sheet 1.2
CenturyTel of Larsen-Readfield	Section 20, Sheet 1.2
CenturyTel of Monroe County	Section 20, Sheet 1.2
CenturyTel of Northern WI	Section 20, Sheet 1.2
CenturyTel of Northwest WI	Section 20, Sheet 1.2
CenturyTel of Southern WI	Section 8, Sheet 3
CenturyTel of WI	Section 7, Sheet 4
CenturyTel of Midwest Kendall	Part 12, Section 1, Sheet 4
CenturyTel of Midwest WI	Section 13, Page 8
Telephone USA	Section 8, Sheet 8.5

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APPENDIX B

E911 SERVICE CONNECTION AND DATABASE ACCESS

1.0 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 the call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) or pseudo ANI (pANI) to the PSAP where the ANI or pANI 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.

2.0 DEFINITIONS

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

2.1.1 "911 Trunk" means a trunk capable of transmitting a 9-1-1 dialed call from COMCAST's End Office to the Selective Router in accordance with applicable NENA Standards.

2.1.2 "Agent" means a third party service bureau or other third party entity which is authorized to provide services on behalf of a Party.

2.1.3 "ALI Database" - A database which stores information associated with End User customers' telephone numbers or shell records.

2.1.4 "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.

2.1.5 "Automatic Number Identification" or "ANI" means 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.

2.1.6 "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.

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2.1.7 "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.

2.1.8 "Dynamic 911" means the provision of E911 service utilizing a call processing arrangement with pseudo ANIs for non call-path associated signaling and routing commonly associated with the delivery of mobile, nomadic or out-of-region calls.

2.1.9 "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.

2.1.10 "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 provides completion of 911 calls to the appropriate PSAP via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

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

2.1.12 "Emergency Services" means law enforcement, fire, ambulance, rescue, and medical services.

2.1.13 "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).

2.1.14 "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

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educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.1.15 "Pseudo-ANI" or "pANI" means a 10 digit number that is used in place of ANI for E9-1-1 call routing and the delivery of dynamic ALI information. For the purposes of this Agreement, "non-dialable" pANI numbers may contain an NXX of "211", "511" or any other "non-dialable" NXX code approved by the pANI Administrator as defined by the Federal Communications Commission ("FCC"), and must utilize only those NPAs that are in use in the area served by CenturyLink. Dialable numbers from a COMCAST's assigned number pool may be used as pANIs in lieu of "non-dialable" numbers, providing non-dialable numbers are unavailable to the COMCAST and the dialable numbers used are "sequential" ten-digit numbers that follow the North American Numbering Plan Administrator telephone numbering guidelines

2.1.16 "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.

2.1.17 "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.

2.1.18 "Shell Records" means those records necessary to populate the DBMS to enable Dynamic ANI/ALI call delivery and display methods, used to determine call routing and the appropriate Dynamic ANI/ALI Provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 9-1-1 call.

3.0 CENTURYLINK RESPONSIBILTIES

3.1 When CenturyLink is the E911 Service Provider in a particular Rate Center in which COMCAST furnishes local telephone exchange service, CenturyLink shall have the obligations in this Section.

3.2 Call Routing

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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) or pANI it receives from COMCAST and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If ANI or pANI is forwarded by COMCAST, but no ALI record is found in the E911 DBMS, CenturyLink will report this "No Record Found" condition to COMCAST 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 COMCAST to lease 911 facilities from COMCAST's network to CenturyLink's Selective Router(s) at the rates set forth in Section 10. COMCAST has the option to secure alternative 911 facilities from another Provider to provide its own facilities.

3.3.2 Upon written request by COMCAST, CenturyLink shall, in a timely fashion and at no charge, provide COMCAST 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 COMCAST will cooperate to promptly test all trunks and facilities between COMCAST'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 COMCAST's End User 911 Records or Shell Records in the electronic data processing database for the E911 DBMS. COMCAST or its Agent (s) is responsible for electronically providing End User 911 Records or maintaining Shell Records and updating this information.

3.4.2 Where it is the DBMS provider, CenturyLink shall password protect the E911 database or central office based database management systems for

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use by basic local exchange telecommunications companies or their Agent(s) solely for the purpose of updating subscriber records or Shell 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 COMCAST's End User 911 Records and Shell Records.

3.4.4 CenturyLink ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.5 CenturyLink will update COMCAST's End User 911 Records and Shell Records in the E911 DBMS, at no charge to COMCAST, if COMCAST or its Agent uses CenturyLink's E911 Gateway to maintain COMCAST's End User records or Shell Records. CenturyLink will then provide COMCAST or its Agent 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 COMCAST or its Agent.

3.4.6. Where CenturyLink manages the DBMS, CenturyLink shall provide COMCAST and its Agent with an electronic file containing the Master Street Address Guide (MSAG) for COMCAST's respective exchanges or communities for areas where COMCAST does business as a local exchange service provider. Additional copies of the MSAG file are available at the rate set in Section 10.

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 NPA codes.

4.0 COMCAST RESPONSIBILITIES

4.1 When CenturyLink is the E911 Service Provider in an exchange where COMCAST offers local exchange service and wants to commence provision of E911 Service, COMCAST shall have the obligations in this Section.

4.2 Call Routing

4.2.1 COMCAST will transport 911 calls from its switch to the applicable CenturyLink Selective Router associated with each exchange where COMCAST provides basic local exchange service or other service that includes 911 or E911 functionality.

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4.2.2 COMCAST will forward the ANI or pANI information of the party calling 911 to the CenturyLink Selective Router.

4.3 Facilities and Trunking

4.3.1 COMCAST shall provide sufficient facilities and trunks at each CenturyLink 911 Selective Router that serves each exchange area in which COMCAST is authorized to and will provide exchange service. COMCAST acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and COMCAST shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 Selective Router.

4.3.2 COMCAST shall maintain 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; provided, however, an aggregated trunk group for multiple PSAPs may be utilized where permitted by the local PSAP or local 911 governing body. COMCAST 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 COMCAST is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.

4.3.4 COMCAST 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 COMCAST shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If COMCAST's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, COMCAST shall add additional trunks.

4.3.6 COMCAST will cooperate with CenturyLink to promptly test all 911 Trunks and facilities between COMCAST's network and the CenturyLink 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 Service. COMCAST 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 COMCAST will be charged a monthly recurring and one-time charge per trunk to establish the hardware connection to the Selective Router that

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provides connectivity for incoming 911 Trunks to enable competitive local exchange carrier access to the emergency services network. 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 for Dynamic 911 to provide for multiple 10-20 digit streams using a Call Associated Signaling (CAS) arrangement. The Additive will be charged if COMCAST implements a Dynamic 911 solution.

4.4.3 Third Party Frame Relay Access Device (FRAD) Connectivity provides for retrieval of ALI Database information for Dynamic 911 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 911 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 provider using a dynamic 911 solution or their agent for each Company-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 911 Trunks have been established and tested between COMCAST’s End Office and appropriate Selective Routers, COMCAST or its Agent(s) shall be responsible for providing COMCAST’s End User 911 Records or Shell Records to CenturyLink for inclusion in CenturyLink’s DBMS on a timely basis.

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4.5.2 COMCAST or its Agent shall provide initial and ongoing updates of COMCAST's End User 911 Records or Shell Records that are MSAG-valid in electronic format based upon established NENA standards.

4.5.3 COMCAST or its Agent shall adopt use of a Company ID on all COMCAST End User 911 Records and Shell Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.5.4 COMCAST or its Agent is responsible for providing CenturyLink updates to the ALI database. In addition, COMCAST or its Agent is responsible for correcting any errors that may occur during the entry of their data to the CenturyLink 911 DBMS.

4.5.5 COMCAST or its Agent shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.6 Other

4.6.1 COMCAST or its Agent shall obtain its own routable but non-dialable ESQKs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these ESQKs 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, COMCAST or its Agent shall promptly obtain the appropriate number of additional ESQKs to be allocated to each PSAP as may be appropriate under the circumstances.

4.6.2 COMCAST is responsible for collecting from its retail End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail End Users by any municipality or other governmental entity within whose boundaries COMCAST provides local exchange service.

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5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from COMCAST 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 COMCAST 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 COMCAST 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). COMCAST 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 COMCAST 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.

6.0 METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, 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.

7.0 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 COMCAST. These specifications shall be documented in a form which shall be provided by CenturyLink at the time of COMCAST's initial contact with CenturyLink's 911 service team (the "Specifications Form"). COMCAST shall complete the Specification Form and submit it to CenturyLink not later than forty-five (45) days prior to the date COMCAST intends to begin providing local exchange service in a particular Rate Center in which COMCAST is authorized to provide local telephone exchange service. CenturyLink shall complete its portion of the Specification Form and

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return it to COMCAST not later than fifteen (15) days after receipt of the Specification Form from COMCAST.

7.2 COMCAST must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which COMCAST's retail End Users are located. COMCAST shall provide documentation of all requisite approval(s) to CenturyLink prior to the use of COMCAST's E911 Trunks for actual emergency calls. COMCAST'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 COMCAST into the jurisdiction of additional PSAPs or to increase the number of trunks. COMCAST must obtain approval from the applicable E911 PSAP Operator of each additional Specification Form, as set forth in Section 7 and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with Section 7.

8.0 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 Section 10, Pricing, of this Appendix and applied in accordance with the specifications and configurations set forth in the Specifications Form.

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 COMCAST 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 Appendix. In such event CenturyLink is entitled to reimbursement from COMCAST for all such costs provided that CenturyLink first notifies COMCAST of the costs and obtains COMCAST's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis non-recurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

9.0 LIABILITY

9.1 E911Service is provided by CenturyLink subject to State statutory limitation of liability and the following subsections.

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9.2 CenturyLink's entire liability to COMCAST or any person for interruption or failure of any aspect of E911 shall be limited by the terms set forth in this section, 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 COMCAST in providing E911 in conjunction with applicable fire, police, and other public safety agencies. By providing E911 to COMCAST, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than COMCAST.

9.3 CenturyLink shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity 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 wanton or willful misconduct. However, in no event shall CenturyLink's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the Article rate for the service or facilities provided to COMCAST for the time such interruption to service or facilities continues, after notice by COMCAST to CenturyLink. No allowance shall be made if the interruption is due to the negligence or willful act of COMCAST. In no event shall CenturyLink be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911.

9.4 COMCAST 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 COMCAST or any of its employees, directors, officers, contractors or Agents except for Company acts of negligence, gross negligence or willful or wanton 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

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provision of any aspect of E911 when there is a failure of or interruption E911 due to the attachment of any equipment by COMCAST to CenturyLink facilities. COMCAST 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 COMCAST, 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 E911 or Host Customers using such information to provide an E911 Service.

9.9 It is the obligation of COMCAST to properly route all E911 telephone calls that originate from telephones within COMCAST's service area. Neither COMCAST nor CenturyLink shall have any responsibility for E911 calls that carry foreign dial tone, whether they originate within or outside of COMCAST's service area.

9.10 CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than CenturyLink, or arising from the use of COMCAST provided facilities or equipment.

10.0 PRICING

A. The following trunk charges will be paid to CenturyLink for each E911 PSAP or Selective Router owned and operated by the county or other 911 governing body to which COMCAST connects.

911 Trunk Charge	Monthly Recurring	Nonrecurring
Channel (Each)	$110.00 per trunk	$300.00 per trunk

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B. 911 Facilities from COMCAST's owned or leased network to CenturyLinks's Selective Router (if provided by CenturyLink)

911 Facilities from Provider network to CenturyLink Selective Router	Monthly Recurring	Nonrecurring
Special Access Circuits	Per State Access Tariff	Per State Access Tariff

C. Selective Routing Port Charges for Connecting Companies

1) Selective Router Port Connection, per trunk	48.19	--
2) Selective Router Port Charge	20.00	50.00
3) CMRS/VOIP Additive, per wireless or nomadic VOIP service trunk	95.20	--

D. Additional file copy of the MSAG -- $250.00