

CenturyLink™

TRAFFIC EXCHANGE AGREEMENT

By and between

CenturyTel of Wisconsin, LLC., CenturyTel of Southern Wisconsin, LLC., CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of Central Wisconsin, LLC, Telephone USA of Wisconsin, LLC

AND

tw telecom of wisconsin l.p.

**For The State Of
Wisconsin**

TABLE OF CONTENTS

PREFACE & RECITALS	1
ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT	2
1.0 PURPOSE OF THE AGREEMENT	2
2.0 INTENT OF THE AGREEMENT	2
3.0 SCOPE OF THE AGREEMENT	2
ARTICLE II: DEFINITIONS	4
1.0 GENERAL RULES	4
2.0 DEFINITIONS	4
ARTICLE III: GENERAL TERMS & CONDITIONS	22
I. GENERAL TERMS AND CONDITIONS REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW	22
1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS	22
2.0 EFFECTIVE DATE, TERM & TERMINATION	22
3.0 APPLICABLE LAW	25
II. OTHER GENERAL TERMS & CONDITIONS	26
4.0 AMENDMENTS	26
5.0 ASSIGNMENT	26
6.0 ASSURANCE OF PAYMENT	26
7.0 AUDITS	28
8.0 AUTHORIZATION AND AUTHORITY	30
9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS	31
11.0 CAPACITY PLANNING AND FORECASTS	33
12.0 CHANGES IN LAW	34
13.0 CLEC PROFILE	35
14.0 CONFIDENTIAL INFORMATION	36
15.0 CONSENT	37
16.0 CONTACTS BETWEEN THE PARTIES	37
17.0 CONTACTS WITH CUSTOMERS	38
18.0 COUNTERPARTS	38
20.0 DISPUTE RESOLUTION	38
21.0 ENTIRE AGREEMENT	39
22.0 EXPENSES	39
23.0 FORCE MAJEURE	40
24.0 FRAUD	40
25.0 GOOD FAITH PERFORMANCE	40
26.0 HEADINGS	41
27.0 INTELLECTUAL PROPERTY	41
28.0 LAW ENFORCEMENT	42
29.0 INTENTIONALLY LEFT BLANK	43
30.0 LIABILITY AND INDEMNIFICATION	43
31.0 NETWORK MANAGEMENT	47
32.0 NON-EXCLUSIVE REMEDIES	48
33.0 NOTICE OF NETWORK CHANGES	48
34.0 NOTICES	48
35.0 ORDERING AND MAINTENANCE	49
36.0 POINTS OF CONTACT FOR **CLEC CUSTOMERS	50
37.0 PUBLICITY AND USE OF TRADEMARKS	50

38.0	REFERENCES.....	51
39.0	RELATIONSHIP OF THE PARTIES	51
40.0	RESERVATION OF RIGHTS.....	52
41.0	STANDARD PRACTICES.....	52
42.0	SUBCONTRACTORS.....	52
43.0	SUCCESSORS AND ASSIGNS – BINDING EFFECT.....	53
44.0	SURVIVAL.....	53
46.0	TBD PRICES.....	56
47.0	TECHNOLOGY UPGRADES.....	57
48.0	TERRITORY	57
49.0	THIRD-PARTY BENEFICIARIES	57
50.0	UNAUTHORIZED CHANGES	57
51.0	USE OF SERVICE.....	57
52.0	WAIVER.....	58
ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC.....		60
1.0	SERVICES COVERED BY THIS ARTICLE.....	60
2.0	NETWORK INTERCONNECTION METHODS	60
3.0	INTERCONNECTION TRUNKING REQUIREMENTS	66
4.0	MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING.....	75
5.0	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	83
ARTICLE V: MAINTENANCE		84
1.0	GENERAL MAINTENANCE & REPAIR REQUIREMENTS	84
2.0	MAINTENANCE & REPAIR PROCEDURES.....	84
3.0	ESCALATION PROCEDURES.....	85
4.0	EMERGENCY RESTORATION.....	85
5.0	MISDIRECTED REPAIR CALLS	85
6.0	PRICING	85
ARTICLE VI: ADDITIONAL SERVICES.....		87
1.0	NUMBER PORTABILITY	87
2.0	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY.....	89
3.0	TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES.....	90
4.0	DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION	90
5.0	NETWORK INTERFACE DEVICE	90
ARTICLE VII: PRICING		92
I.	GENERAL PRICING.....	92
SIGNATURE PAGE		93

AGREEMENT

PREFACE & RECITALS

This Traffic Exchange Agreement (the "Agreement"), is by and between CenturyTel of Wisconsin, LLC., CenturyTel of Southern Wisconsin, LLC., CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of Central Wisconsin, LLC, Telephone USA of Wisconsin, LLC with their address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 (collectively "CenturyLink"), and tw telecom of wisconsin l.p., in its capacity as a certified provider of local wireline Telecommunications Service ("TWTC"), with its address for this Agreement at 10475 Park Meadows Dr., Littleton, CO 80124 (CenturyLink and TWTC being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

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

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

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

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

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

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, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. TWTC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

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. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to TWTC, such terms are intended to apply only to the extent required by 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; Access to Poles, Ducts, Conduit & ROWs; 911/E911; Directory Service & Distribution)
Article VII:	Pricing
	Signature Page

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

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.
- 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

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 Advanced Services

“Advanced Services” means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

2.5 **Affiliate**

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

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **Applicable Law**

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

2.9 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”**

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

2.16 **Carrier Identification Code (CIC)**

Four-digit numbers used by End 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 (CTOC) or CenturyLink**

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. Except as specifically provided otherwise in this Agreement, CenturyLink's processes for service ordering, provisioning, billing, maintenance, trouble reporting and repair shall be governed by the CenturyLink Standard Practices, which may be amended from time to time by CenturyLink as needed.

2.21 **Certificate of Operating Authority**

A certification by the State Commission that TWTC 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 or 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)

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

2.27 Contract Year

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

2.28 Conversation Time

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

2.29 Dedicated Transport

A transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or switches within the same LATA and State.

2.30 Disconnect Supervision

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

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 **DS1 Dedicated Transport**

CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.

2.34 **DS-3**

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

2.35 **DS3 Dedicated Transport**

CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

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

2.37 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new TWTC 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. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

2.38 **Electronic File Transfer (EFT)**

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

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”**

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

2.42 **Enhanced Service Provider (ESP)**

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

2.43 **Entrance Facility**

Special Access circuit(s) that connects CenturyLink’s network and TWTC’s network or the location of TWTC’s equipment. For example, an Entrance Facility is transmission facility that provides telecommunications between CenturyLink’s switches or Wire Centers and TWTC’s switches, Wire Centers or equipment locations.

2.44 **Exchange Access**

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

2.45 **Exchange Message Interface (EMI)**

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

2.46 **Intentionally left blank.**

2.47 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.

2.48 **FCC**

The Federal Communications Commission.

2.49 **Foreign Exchange (FX)**

Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange

Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

2.50 **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 for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

2.52 **Information Access**

Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

2.53 **Information Access Traffic**

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

2.54 **Information Service Provider**

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

2.55 **Initial Service Order**

An order submitted by TWTC to CenturyLink initially ordering a port or other service required by this Agreement.

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, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and

proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.57 **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**

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

2.60 **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 Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.63 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined CenturyLink's local exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.64 **IP-Enabled Voice Traffic**

IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and voice traffic originated on the PSTN, and which terminates on IPC, and voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

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

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

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

2.68 **Line Side**

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

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

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

2.70 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyLink's local exchange tariffs.

2.71 **Local Exchange Carrier (LEC)**

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

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**

For purposes of Article IV of this Agreement, Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area (including all extended calling areas mandated by law), as defined in CenturyLink's local exchange tariffs. Local Traffic does not include non-mandated optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee),

referred to hereafter as “optional EAS”. Pursuant to the FCC’s clarifying orders, Local Traffic includes Information Access Traffic only to the extent that the end user and the ISP are physically located in the same CenturyLink Local Calling Area. Local Traffic includes IP-Enabled Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyLink Local Calling Area.

2.74 **“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 Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

2.76 **Loop Facility Charge**

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

2.77 **Main Distribution Frame (MDF)**

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

2.78 **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.

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.

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.

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-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 Customer'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 Customer's Inside Wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. For purposes of this definition, the phrase "End User Customer 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 system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

2.88 **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**

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 an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

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 Customer'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 TWTC depending on the context. “Parties” refers collectively to both CenturyLink and TWTC.

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)

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

2.96 Pole Attachment

A Party’s use of space on telephone poles belonging to the other Party for attachment of cables and related facilities or equipment to provide services in accordance with the terms and conditions of this Agreement.

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 interstate 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).

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.

2.103 **“Repeatedly delinquent”**

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

2.104 **Right-of-Way (ROW)**

The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.105 **Routine Network Modifications**

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

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

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 a Party's End User Customer in immediate or imminent risk of not being able to use the service to which that End User Customer subscribes.

2.109 Service Order

See "LSR."

2.110 "Service Switching Point" or "Signal Switching Point" (SSP)

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

2.111 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.

2.112 Signaling System 7 (SS7)

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

2.113 Stand-Alone Fiber Loop

A facility connecting an End User Customer premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. A Stand-Alone Fiber Loop is also known as a "home run" fiber loop.

2.114 State

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

2.115 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. Any traffic that does not meet the definition of Local Traffic will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

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

2.119 **Tariff**

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

2.120 **"TDM" or "TDM Technology" or "Time Division Multiplexing"**

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

2.121 **Technically Feasible**

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

2.122 **Telcordia Technologies**

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

2.123 **Telecommunications**

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

2.124 **Telecommunications Carrier**

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

2.125 **Telecommunications Equipment**

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

2.126 **Telecommunications Service**

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

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 § 153(47) of 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 “IntraLATA Toll Traffic” or “InterLATA Toll Traffic” depending on whether the originating and terminating points are within the same LATA.

2.130 **Third Party Originating Carrier**

TWTC, when it sends traffic originated by its End User Customers to CenturyLink’s End User Customers via an Alternate Tandem Provider, or CenturyLink, when it sends traffic originated by its End User Customers to TWTC’s End User Customers via an Alternate Tandem Provider.

2.131 **Third Party Terminating Carrier**

CenturyLink, when traffic is terminated to it by TWTC via an Alternate Tandem Provider, or TWTC, when traffic from CenturyLink is terminated to TWTC via an Alternative Tandem Provider.

2.132 **Time and Material Charges**

Time and Materials Charges are charges for non-standard or individual-case-basis work requested by TWTC. "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 the other Party's network through a third-party's Tandem and/or transport facilities, or to a third-party network through the other Party's Tandem and/or transport facilities.

2.134 **Transit Traffic**

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

2.135 **Trunk Side**

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

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

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a TWTC'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/wholesaleservices

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.

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. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new TWTC 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. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.

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 two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

2.2.1 Notwithstanding the above, CenturyLink at its discretion may terminate this Agreement after twelve consecutive months of inactivity on the part of TWTC. Inactivity is defined as TWTC's failure to initiate the required pre-ordering activities, TWTC's failure to submit any orders pursuant to this Agreement's terms or TWTC's failure to originate or terminate any Local Traffic pursuant to this Agreement's terms.

2.3 Notice of Termination. Either TWTC 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 TWTC 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 TWTC or CenturyLink provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either TWTC or CenturyLink has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection

agreement between TWTC and CenturyLink; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination. If a new interconnection agreement has not been approved by 180 days after the date of termination identified in the Notice of Termination, then CenturyLink and TWTC may mutually agree to continue to operate on a month to month basis under the terms set forth herein until (a) a new agreement has been approved or (b) until TWTC ceases providing service in CenturyLink's exchanges. Should the Parties not agree to continue to operate under the terms set forth herein after 180 days, then the provisions of Section 2.5 shall be required. 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 TWTC 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 TWTC nor CenturyLink has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including the exchange of local traffic, will be terminated unless the Parties jointly agree to other continuing arrangements. TWTC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s) if the service is included in the same; (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by TWTC. If TWTC 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 TWTC under Section 252(i). Should TWTC fail to follow the terms of this Section 2.5, TWTC agrees that its termination notice shall be invalidated and considered withdrawn and it shall continue to be accountable and liable for all its obligations under the terms of this Agreement.

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. Following CenturyLink's notice to TWTC 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; or

- (b) The revocation by the Commission of a Party's Certificate of Operating Authority, or
- (c) A Party's violation of any material term or condition of the Agreement, which violation continues uncured after notice as provided in Section 2.6 above, or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, which refusal or failure continues uncured after notice as provided in Section 2.6 above, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.

2.7 Termination Upon Sale. Notwithstanding the above, should CenturyLink sell or trade substantially all the assets in an exchange or group of exchanges that CenturyLink uses to provide Telecommunications Services, then CenturyLink will make a reasonable attempt to assign the portions of this Agreement for those exchanges/markets where TWTC is actually interconnecting and providing Telecommunications Services. CenturyLink may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges that TWTC is not actually interconnecting and providing Telecommunications Services, upon sixty (60) Days prior written notice, but in any event, CenturyLink shall make reasonable efforts to assist TWTC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

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 under 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 may elect to cancel the commitment.

- 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. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

3.0 APPLICABLE LAW

- 3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Wisconsin. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.
- 3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 3.4.1 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.
- 3.4.2 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that

may be required in connection with the performance of its obligations under this Agreement.

- 3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

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 ninety (90) calendar days' written notification. The effectiveness of an assignment requiring consent 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

Upon request by CenturyLink, TWTC shall provide to CenturyLink a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyLink hereunder. TWTC's failure to provide such deposit or assurance of payment to CenturyLink within thirty (30) calendar days of CenturyLink's request for same shall constitute a default under this Agreement.

- 6.1 When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyLink if TWTC (a) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyLink, (b) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay an undisputed bill rendered to TWTC by CenturyLink, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyLink's estimated two-month charges to TWTC (including, but not limited to, both recurring and non-recurring charges) using TWTC's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyLink, or (2) \$5,000. If TWTC does not provide a forecast of its facility or service demand under this Agreement, TWTC shall provide, upon CenturyLink's request, a deposit or assurance of payment of charges in an amount of \$5000.
- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyLink reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of TWTC if TWTC is repeatedly delinquent in making its payments of undisputed bills, or TWTC is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyLink due to TWTC's previous non-payment. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyLink also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if TWTC's average monthly billing exceeds the estimated two-months billing based on TWTC's forecasts referenced in Section 6.2 above or if TWTC has failed to make timely payments in accordance with Section 9.2.
- 6.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at TWTC's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyLink (b) an unconditional, irrevocable standby letter of credit naming CenturyLink as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyLink from a financial institution acceptable to CenturyLink, or (c) a performance bond.
- 6.5 Intentionally left blank.
- 6.6 Interest on Cash Deposit. CenturyLink shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist
- 6.7 Drawing on Deposit/Assurance of Payment. CenturyLink may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon

notice to TWTC in respect of any amounts to be paid by TWTC hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.

- 6.8 TWTC's Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, upon request by CenturyLink, TWTC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.9 Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyLink makes a request for a deposit or assurance of payment in accordance with the terms of this Section 6, then CenturyLink shall have no obligation thereafter to perform under this Agreement until such time as TWTC has provided CenturyLink with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyLink hereunder shall in no way relieve TWTC from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

7.0 AUDITS

- 7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section 7.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.
- 7.1.2 Auditors and Commencement of Audit. The audit may be performed by an independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonable competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited

Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

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

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

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

7.2 Traffic 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 TWTC 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 may be performed by a mutually acceptable 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.

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every three (3) months. If a PLU is not provided, the one already in effect stays in effect until an updated PLU is provided. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

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

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

- 9.1 Back Billing and Credits. 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.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). 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 in accordance with the guidelines for submitting billing dispute claims set forth in CenturyLink's Standard Practices for disputes filed by TWTC and the ATIS-OBF Dispute Guidelines for disputes filed by CenturyLink. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such 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 TWTC and CenturyLink agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.
- 9.4.1 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 (15) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) 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 a deposit or assurance of payment (or additional 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 seven (7) 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 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 a deposit or assurance of payment (or additional 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 any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

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. CenturyLink may delay processing TWTC service orders should TWTC not perform obligations as specified in this Section. Such 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.
- 11.2 TWTC 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, TWTC desires to offer services in a CenturyLink local calling area for which TWTC has not previously submitted a forecast, TWTC shall submit a revised statewide annual forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above.
- 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 TWTC shall notify CenturyLink promptly of any changes in TWTC's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). TWTC orders that exceed its forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available.
- 11.5 CenturyLink reserves the right to condition the fulfillment of additional service orders on satisfactory TWTC fill rates in previously ordered capacity, or on TWTC payment for all of the additional capacity absent satisfactory fill rates.
- 11.6 Requested or forecasted facility additions not justified by traffic fill rates and fill rate trends will not be provisioned unless TWTC provides proof of the needed increase at a specific point in time. All information provided by TWTC will be considered confidential information under federal law and Agreement terms. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

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 Applicable Law subsequent to the Effective Date, CenturyLink is no longer

required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to TWTC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, payment or benefit. CenturyLink will provide thirty (30) calendar days prior written notice to TWTC 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 TWTC disputes CenturyLink's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply, and any 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 CenturyLink's written notice to TWTC 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 the Effective Date, CenturyLink is required by such change in Applicable Law to provide a service not already provided to TWTC 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, for good and valuable consideration through the process of good faith negotiations, to any terms and conditions set forth in this Agreement that are more restrictive, lenient or otherwise deviate from any rights and/or obligations that a Party might otherwise have been able to assert under Applicable Law a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms and conditions to which this Section 12.3 applies (hereinafter referred to as "Voluntary Agreement") shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

- 13.1 TWTC 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, TWTC 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. TWTC will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

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

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 TWTC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of TWTC End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to TWTC End User Customers, whether disclosed by TWTC 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;
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;
 - (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

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

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

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

14.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

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

15.0 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. 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 TWTC 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 TWTC 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 TWTC with contact information for the personnel and/or organizations within CenturyLink capable of assisting TWTC 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 TWTC 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, TWTC shall provide the exclusive interface with TWTC's End User 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.

19.0 Intentionally left blank

20.0 DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes.

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services in Part I (non-251 services). Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

20.2 If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

20.3 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative

who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- 20.4 After such period, or at any earlier time that the Parties mutually agree or in the event of exigent circumstances affecting service to end-user customers or that poses the substantial risk of danger or harm to persons or property, either Party may file a complaint with the FCC or the Commission.
- 20.5 Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 9) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyLink reserves the right not to accept new TWTC service orders.

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, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyLink is entitled to reimbursement from TWTC for all such costs. For all such costs and expenses, CenturyLink shall receive through nonrecurring 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. If TWTC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to TWTC in a timely manner and TWTC must agree to accept the quoted charges prior to CenturyLink's initiation of work.
- 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 of the government in its sovereign capacity, 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.
- 24.3 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

TWTC assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, TWTC's account in cases of fraud.

25.0 GOOD FAITH PERFORMANCE

- 25.1 The Parties shall act in good faith in the performance of their obligations under this Agreement.
- 25.2 Performance Issues. In the spirit of good faith and upon request by either Party, the Parties agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services and ancillary functions provided under this Agreement; (iii) and any areas in which such performance may be improved; (iv) any problems that were

encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

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

- 27.1 TWTC acknowledges that its right under this Agreement to interconnect with CenturyLink's network may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 27.2 TWTC acknowledges that services and facilities to be provided by CenturyLink hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.
- 27.3 Upon written request by TWTC, CenturyLink will use commercially reasonable efforts to procure rights or licenses to allow CenturyLink to use Intellectual Property and other rights of third parties to provide interconnection, services and facilities to TWTC ("Additional Rights and Licenses"). TWTC shall promptly reimburse CenturyLink for all reasonable costs incurred by CenturyLink and/or CenturyLink's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyLink or any CenturyLink Affiliate. CenturyLink shall have the right to obtain reasonable assurances of such prompt reimbursement by TWTC prior to the execution by CenturyLink or any CenturyLink Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event TWTC fails to promptly reimburse CenturyLink for any such cost, then, in addition to other remedies available to CenturyLink under this Agreement, CenturyLink shall have no obligation to provide to TWTC any product, service or facility to which such Additional Rights and Licenses relate. In the event any product or service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and TWTC, CenturyLink shall reasonably apportion among TWTC and such non-CenturyLink carriers, on a prospective basis only, the costs incurred by CenturyLink and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

- 27.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 27.6 For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.
- 27.7 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 27.8 Except as provided in Section 27.3 and/or Section 30.1, 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 Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 27.9 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.0 LAW ENFORCEMENT

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

- 28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyLink agrees to work jointly with TWTC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. TWTC shall be responsible for and shall be billed for any charges associated with providing such services for TWTC's End User Customers.
- 28.3 Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.
- 28.3 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

29.0 Intentionally left blank

30.0 LIABILITY AND INDEMNIFICATION

- 30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's proven breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any

act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, to the extent caused by the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services, or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, reasonable costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

30.2 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER

PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO EQUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

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

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to TWTC by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

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

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

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

30.3.3.1 Indemnification under Section 30.1;

- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by TWTC of any provision relating to TWTC's access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable CenturyLink Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27 of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45 of this Article III, and/or
- 30.3.3.13 Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of CenturyLink.

In addition to the general limitation of liability in this Section 32, the following shall also limit CenturyLink's liability under this Agreement.

- 30.4.1 Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to TWTC, TWTC's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyLink to TWTC resulting from any and all causes arising out of services, facilities, or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and applicable rules, regulations and laws, and no other liability whatsoever shall attach to CenturyLink. CenturyLink shall not be liable for any loss, claims, liability or damages asserted by TWTC, TWTC's End User Customer(s), suppliers, agents, employees, or any other third parties where TWTC combines or commingles such components with those components provided by CenturyLink to TWTC.
- 30.4.2 Third Party Rights. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of TWTC's End User Customers, suppliers, agents, employees, or any other third parties.

30.4.3 No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). TWTC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to TWTC's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section 30.4.3, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyLink or its employees or agents.

31.0 NETWORK MANAGEMENT

- 33.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. TWTC 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. TWTC recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyLink or any third parties connected with or involved directly in the network or facilities of CenturyLink.
- 31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of TWTC connected to CenturyLink's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, 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 CenturyLink's facilities or create hazards to the employees of CenturyLink or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If TWTC causes an Impairment in Service, CenturyLink shall promptly notify TWTC 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 TWTC is unable to promptly remedy the Impairment of Service, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

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

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; and (b) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To TWTC:

Attention: Pamela Sherwood
Vice President Regulatory Affairs
4625 W. 86th Street, Suite 500
Indianapolis, IN 42628

with a copy to TWTC at the address shown below:

Attention: Tina Davis, Sr. VP & Deputy General Counsel
10475 Park Meadows Dr.
Littleton, CO 80124
Telephone Number: (303) 566-1279
Facsimile Number: (303) 566-1010

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

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

35.0 ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for TWTC to order non-access services. Unless otherwise provided in the Articles of this Agreement, TWTC shall use CenturyLink's web-based interface for pre-ordering, ordering, and provisioning. Unless otherwise provided in the Articles of this Agreement, no manual, facsimile or email interfaces may be used to submit any non-access order unless first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink later deploys any enhanced electronic capability for TWTC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, CenturyLink will notify TWTC of such availability and TWTC shall use such processes as CenturyLink has made available for performing such

transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.

- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for TWTC; 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.
- 35.3 Until CenturyLink implements its planned fully automated ordering and provisioning system, the standard provisioning intervals will be confirmed for a maximum number of fifty (50) TWTC orders (LSR, DSR, Porting) per day. TWTC understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

36.0 POINTS OF CONTACT FOR TWTC CUSTOMERS

- 36.1 Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.
- 36.2 Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.
- 36.3 CenturyLink shall not use TWTC's request for end user information, order submission, or any other aspect of TWTC's processes or services to aid CenturyLink's marketing or sales efforts.

37.0 PUBLICITY AND USE OF TRADEMARKS

- 37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 37.2 Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and TWTC.

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, technical publication, guide (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39.0 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.

39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under

the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40.0 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.

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 TWTC industry which may be added or incorporated by reference in the CenturyLink Standard Practices. TWTC agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement.
- 41.2 All changes to standard practices will be posted on the CenturyLink Website prior to implementation, with email notification of such postings. Email notifications directing TWTC to CenturyLink's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyLink personnel who may be contacted by TWTC to provide clarification of the scope of the change and timeline for implementation.

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

45.1 For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments and required or allowed by applicable law to be collected from the purchasing Party by the providing Party, and which are required to be remitted to and in accordance with the appropriate governmental authority.

Whenever possible, a tax or fee will be billed as a separate item on the invoice..

The term “taxes” and “fees” shall not include any tax or fee on either party’s corporate existence, status or income, corporate property taxes, or payroll taxes.

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

45.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

45.2.2 Taxes and fees imposed on the purchasing Party, which are not required or permitted to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

45.3 Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.

45.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

45.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. If the providing Party fails to bill or to collect any tax or fee as required herein, then, as between the providing Party and purchasing Party: (i) the purchasing Party will remain liable for such uncollected taxes or fees; and (ii) the providing Party will be liable for any penalty and

interest assessed with respect to such uncollected tax or fee by such authority.

45.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. The Parties agree that they will cooperate with each other and coordinate their mutual efforts concerning audits, other such inquiries, reports, etc., as may be related solely to the activities or transactions arising from or under this Agreement, which may be required or initiated from or by any duly authorized governmental authority.

45.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

45.3.5 If the purchasing Party makes a determination in accordance with 27.2.2 that a tax or fee does not apply, and if it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

45.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee, which has been the subject of a contest initiated by the purchasing Party.

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

45.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

45.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. If the providing Party fails to bill or to collect any tax or fee as

required herein, then, as between the providing Party and purchasing Party: (i) the purchasing Party will remain liable for such uncollected tax or fee as limited by the providing Party's state statute of limitations of or assessing such taxes or fees and (ii) the providing Party will be liable for any penalty and interest assessed with respect to such uncollected tax or fee by such authority.

- 45.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 45.4.4 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party.
- 45.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee
- 45.4.6 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined, that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount.
- 45.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee,

interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee where such claim or contest was initiated by the purchasing Party.

- 45.5 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 45.5.1 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter or other evidence of exemption, reasonably satisfactory to the providing Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the purchasing Party shall pay any tax, interest and/or penalty that is determined to be due.
- 45.6 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 45.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter or other evidence of exemption, reasonably satisfactory to the providing Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the purchasing Party shall pay any tax, interest and/or penalty that is determined to be due.

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 TWTC 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 for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. 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, CenturyLink shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. TWTC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

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.

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.

50.0 UNAUTHORIZED CHANGES

The terms of Section 1 of Article VI apply to the resolution of any unauthorized changes regarding Number Portability.

51.0 USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

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.

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, TWTC will interconnect its network with CenturyLink's network for the transmission and routing of Telephone Exchange Service and Exchange Access. Upon TWTC's request, CenturyLink will provide Interconnection at any technically feasible point within CenturyLink's network in conformity with this Article IV and Applicable Law.

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

2.0 NETWORK INTERCONNECTION METHODS

2.1 Introduction

2.1.1 This Section 2 of Article IV sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyLink and TWTC. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Section 2 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 2.3 of this Article, and other methods as mutually agreed to by the Parties.

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

2.1.3 CenturyLink shall provide Interconnection for TWTC'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 toll, InterLATA toll, 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 a specific Exchange Area. The physical architecture plan will be discussed during the Introductory Call as set forth in CenturyLink's Standard Practices and any necessary subsequent network interconnection calls between the Parties. TWTC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection facilities between TWTC 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 TWTC's switch(es) and CenturyLink End Office 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 point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local 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 requirements to each End Office within a CenturyLink company's service area.
- 2.2.3 The Parties agree to meet as often as necessary to negotiate the location and NIM of new POIs except that the Parties agree that POIs required by the terms of Section 3.2.2 will be established. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs 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, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs 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 2. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).
- 2.2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 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 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at 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 BZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

2.3.1.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to 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 Fiber Meet Interconnection between CenturyLink and TWTC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyLink End Office and TWTC's premises within the local calling area. TWTC shall request a Fiber Meet Point of Interconnection by submitting a BFR for the same pursuant to Article III, Section 10.

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

2.3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used

on its side of the POI(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.

2.3.2.4 Fiber Meet design options include, but are not limited to, the following:

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

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

2.3.2.4.3 Design Three: Both TWTC and CenturyLink each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. CenturyLink will provide the fibers associated with the "working" side of the system. TWTC will provide the fibers

associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the CenturyLink location.

- 2.3.2.5 The TWTC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is TWTC'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 TWTC. This location is CenturyLink's responsibility to provision and maintain.
- 2.3.2.7 Pursuant to the mutually agreed upon implementation terms of TWTC's Fiber Meet BFR, CenturyLink and TWTC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Section 3 of this Article for the purposes of Interconnection.
- 2.3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.
- 2.3.2.9 TWTC 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 TWTC and CenturyLink.

2.4 Responsibilities of the Parties

- 2.4.1 TWTC and CenturyLink shall work cooperatively to install and maintain a reliable network. TWTC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 2.4.2 TWTC and CenturyLink will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.
- 2.4.3 TWTC 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.
 - 2.5.2 Criteria:
 - 2.5.2.1 Investment is to be minimized.
 - 2.5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section 11 and Article 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.

3.0 INTERCONNECTION TRUNKING REQUIREMENTS

3.1 Introduction

3.1.1 This Section 3 of Article IV sets forth terms and conditions for Interconnection provided by CenturyLink and TWTC.

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

3.1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article. A Party will not originate any Local Traffic to the other Party except via the trunk group established for the exchange of Local Traffic.

3.2 One Way and Two Way Trunk Groups

3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where TWTC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. The originating Party will have administrative control of one-way trunk groups.

3.2.2 The Parties agree that separate two-way trunk groups for local, IntraLATA and InterLATA traffic shall be established between a TWTC switch and a CenturyLink End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where TWTC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to

TWTC shall be the sole responsibility of TWTC. For administrative consistency TWTC 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 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. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

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

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where TWTC provides such service to its customers.

3.3 Direct and Indirect Connection

3.3.1 Indirect Network Connection

3.3.1.1 Indirect Network Connection is intended only for de minimis traffic associated with TWTC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink end offices and a TWTC switch in instances where, and only so long as, none of the triggers set forth in Section 3.3.2.4 of this Article have been reached.

3.3.1.2 Indirect Network Connection shall be accomplished by CenturyLink and TWTC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the CenturyLink end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The POI shall be the existing meet point between CenturyLink and the third party tandem operator. The POI shall be the demarcation point for each Party's financial responsibility for these interconnecting network facilities.

- 3.3.1.3 The Parties agree to enter into their own agreements with third-party providers. In the event that TWTC sends traffic through CenturyLink's network to a third-party provider with whom TWTC does not have a traffic interexchange agreement, then TWTC agrees to indemnify CenturyLink for any termination charges rendered by a third-party provider for such traffic.
- 3.3.1.4 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.
- 3.3.2 Direct Network Connection and Local Point of Interconnection (POI)
- 3.3.2.1 Unless the parties mutually agree otherwise, a Direct Network Connection and a Local POI shall be established upon occurrence of any of the triggers set forth in Section 3.3.2.4 of this Article. In some cases, multiple POI(s) will be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyLink's service area.
- 3.3.2.2 A Direct Network Connection shall be established by connecting TWTC's network to CenturyLink's network at a mutually agreed upon point on CenturyLink's network within the CenturyLink local exchange. The connection can be established in any of the manners described in Section 2 of this Article.
- 3.3.2.3 The Direct Network Connection point established in Section 3.3.2.2 of this Article shall also be the Local POI. Each party shall be responsible for establishing and maintaining all facilities on its side of the Local POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.
- 3.3.2.4 Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:
- 3.3.2.4.1 TWTC has begun serving end users within a CenturyLink local exchange, or has assigned to any end user numbers that are rated to a rate center that is within the local calling area of a CenturyLink exchange and the resulting Local Traffic that is to be exchanged between the

Parties is equal to or greater than a DS-1 trunk equivalency as described in Section 3.7.3.1.2 of this Article.

3.3.2.4.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$200.00 for one month.

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 .01 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.

3.3.2.5.2 Combined two-way traffic between two single switches of each Party reaches 200,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period.

3.3.2.5.3 At any point where 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 switches of each Party will exceed 200,000 minutes of use per month.

3.3.2.5.4 In any instance where TWTC is providing a tandem function then TWTC must direct connect to CenturyLink pursuant to the terms of this section. In such as case, TWTC must also record and provide billing records for that traffic transiting TWTC's switch and terminating to CenturyLink.

3.3.2.5 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 3.3.2.4 of this Article has occurred.

3.3.2.6 All traffic received by CenturyLink on the direct End Office trunk group from TWTC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by TWTC 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).

3.3.2.7 TWTC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. TWTC and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyLink requires separate trunk groups from TWTC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent TWTC desires to have any IXCs originate or terminate switched access traffic to or from TWTC, using jointly provided switched access facilities routed through a CenturyLink access tandem, it is the responsibility of TWTC to arrange for such IXC to issue an ASR to CenturyLink to direct CenturyLink to route the traffic.

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

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

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

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange local traffic between TWTC and CenturyLink.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange

3.4.2.1 Direct End Office Trunking

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 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.

3.4.3 Where either Party offers direct or ported local service to end users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.

3.4.4 TWTC 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 TWTC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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

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

3.5 Forecasting and Planning Responsibilities

3.5.1 TWTC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Section 11. CenturyLink shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to TWTC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. TWTC shall provide subsequent forecasts on a semi-annual basis. TWTC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyLink and TWTC. CenturyLink shall take TWTC's forecasts into consideration in its network planning, and shall exercise its best efforts to have available for turn up the quantity of interconnection trunks and facilities forecasted by TWTC. 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 semi-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 three (current and plus 1 and plus 2) 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.

- 3.5.3 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 TWTC shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to TWTC and TWTC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.
- 3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 3.5.7 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. CenturyLink shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 3.5.8 Notwithstanding the above, if TWTC determines to offer local exchange service within a CenturyLink area, EAS to a CenturyLink' area or otherwise assign numbers rated to the CenturyLink exchange, TWTC shall provide thirty (30) days written notice to CenturyLink of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
 - 3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.
 - 3.5.8.2 If TWTC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyLink Central Offices, TWTC shall provide written notice to CenturyLink to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection.

If CenturyLink deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional TWTC Central Offices in such local exchange, CenturyLink shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B .001 factor.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.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). TWTC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2 of this Article), CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to TWTC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

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

3.7.3 Underutilization:

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

3.7.3.1.1 If a trunk group is under 75 percent (75%) 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 25 percent (25%) 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.

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 TWTC 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 facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be in accordance with the CenturyLink Standard Practices. If either TWTC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

3.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 3.5 of this Article using Design Blocking Objectives stated in Section 3.6 of this Article.

3.11 Trunk Data Exchange

3.11.1 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12 Network Management

3.12.1 Restrictive Controls

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

3.12.2 Expansive Controls

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 TWTC 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 4 of Article IV sets forth terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyLink and TWTC.

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

4.2.1 The Telecommunications traffic exchanged between TWTC and CenturyLink will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

4.2.1.1 "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic that is directly exchanged between the Parties and is originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area, including those mandated by law, associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyLink local calling area as such local calling area is defined by CenturyLink's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area

traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

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

4.2.1.3 IP-Enabled Voice Traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff shall be included in Local Traffic. IP-Enabled Voice Traffic directed to a terminating End User physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

4.2.1.3.1 As set forth in Section 4.2.1.3 of this Article, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchanged. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

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. 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 and termination of Local Traffic in accordance with Section 4.4 of this Article.

4.2.2.1 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End User Customers, TWTC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, TWTC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If TWTC only

obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

- 4.2.2.2 If TWTC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to TWTC End-Users physically located outside of the rate center to which the NPA/NXX is assigned, CenturyLink traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyLink originating rate center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyLink to TWTC.
- 4.2.2.3 Further, TWTC agrees to identify such VNXX traffic to CenturyLink and to compensate CenturyLink for originating and transporting such traffic to TWTC at CenturyLink's tariffed switched access rates. If TWTC does not identify such traffic, CenturyLink will, to the best of its ability, determine which whole TWTC NPA/NXXs have been so assigned and CenturyLink shall charge the applicable rates for originating access service as reflected in CenturyLink's applicable access tariff. CenturyLink shall make appropriate billing adjustments if TWTC can provide sufficient information for CenturyLink to determine the actual jurisdiction of the traffic.
- 4.2.2.4 If TWTC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to TWTC End-Users physically located both within and outside of the rate center to which the NPA/NXX is assigned, then TWTC agrees to work with CenturyLink to develop a Percent Local Usage (PLU) factor for the traffic to those TWTC End Users physically located within the rate center. CenturyLink shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 4.2.2.3 of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, TWTC and CenturyLink will jointly negotiate a PLU. The PLU will be updated no more often than once per year.
- 4.2.3 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of 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 (the "ISP Compensation Order").
- 4.2.4 When TWTC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established

its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling 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, upon ten (10) days written notice 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.

4.2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

4.3 Responsibilities of the Parties

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

- 4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telecordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
 - 4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
 - 4.3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
 - 4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.
- 4.4 Local Traffic Compensation
- 4.4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Article 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 Traffic only. Either Party may initiate a traffic study no more frequently than once every twelve (12) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. When the actual usage data in the study indicates that the Local Traffic terminated both directly or indirectly by either Party, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, is more than 60 percent of the total combined terminated minutes of both Parties for three (3) consecutive months, that Party may notify the other Party by registered letter that

mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in Article VII-Pricing of this Agreement. The written notice must be accompanied by verifiable information supporting the out-of-balance determination, except that such information may alternatively be sent in electronic format at the notifying Party's discretion or the receiving Party's request. Following such notice, billing shall begin and continue for the duration of the Term of this Agreement unless the out-of-balance determination is reversed pursuant to the dispute resolution process or subsequent traffic studies (not more frequent than every 6 months) indicate that the traffic has changed to reflect that neither Party terminates more than 60% of the total traffic.

4.4.3 End Office Termination Rate

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 indirect or 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 Direct Interconnection

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 TWTC, unidentified traffic (i.e. without CPN or JIP) will be handled in the following manner.

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 no-CPN or JIP traffic 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, each Party may utilize records provided by the tandem operator or may use their own switch recordings to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator or from their own switch recordings as representative of the traffic exchanged between the Parties as long as the records correctly identify the originating Party's traffic.

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) originating traffic would represent the PLU factor. Until a PLU factor is submitted, a default PLU factor of 90% will be applied.

4.5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified in Article III, Section 7.2.

4.5.4 The Parties shall be governed by applicable state and federal rules, procedures and practices of ATIS OBF/ EMI Guidelines, regarding the provisioning and recording of billing records.

4.6 Transit Traffic

4.6.1 All references to CenturyLink Tandems in this section pertain only to those locations where CenturyLink currently owns a Tandem and where the CenturyLink End Offices at which traffic is to be exchanged are actually connected to the CenturyLink 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 TWTC via ** CLEC's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another TWTC, another LEC, or a

wireless carrier) that is connected to the Tandem. To the extent that TWTC's owns an Access Tandem Switch, as designated in the LERG, TWTC 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 4.6.4.3 and 3.3.1.4 of this Article apply.

4.6.4 CenturyLink will accept Transit Traffic originated by TWTC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch. CenturyLink will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch to TWTC, 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 carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third-party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses. 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 from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

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: Switching and transport rates will be charged to the originating Party, as contained in Article VII (Pricing).

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

4.6.4.4.3 Transit of Jointly-Provided Switched Exchange Access Service Traffic: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

4.6.5 When either Party receives an unqueried call from the other Party to a telephone number that has been ported to another local service provider, the transit rate and LNP dip charge set forth in the applicable Party's tariff shall apply.

4.7 Billing.

4.7.1 When direct connection is implemented, CenturyLink shall render to TWTC a bill for direct connection services 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.

4.7.2 Billing Specifications.

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

4.7.2.2 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

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

5.0 **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.

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all Interconnection Facilities and trunks provided by CenturyLink under this Agreement. Such maintenance and repair services provided to TWTC shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. CenturyLink agrees to respond to TWTC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to TWTC 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 TWTC's End User Customers. TWTC 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 TWTC'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, TWTC 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 TWTC 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), TWTC must first conduct trouble isolation to ensure that the trouble does not originate from TWTC's own equipment or network or the equipment of TWTC's customer.
- 2.5 If (a) TWTC reports to CenturyLink a trouble, (b) TWTC requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then TWTC shall pay CenturyLink a charge set forth in CenturyLink's local tariff for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by TWTC is not available at the appointed time. TWTC accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of TWTC instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to TWTC by CenturyLink. If as the result of TWTC's instructions, CenturyLink is erroneously requested to dispatch to a site outside of CenturyLink's company premises

("dispatch out"), a charge set forth in CenturyLink's local tariff will be assessed per occurrence to TWTC by CenturyLink.

- 2.5.1 Should no charges applicable to Section 2.5 above be documented in CenturyLink's local tariff, then CenturyLink shall determine Time and Materials charges pursuant to Article VII.

3.0 ESCALATION PROCEDURES

- 3.1 CenturyLink will provide TWTC with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of 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, TWTC will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

- 4.1 TWTC may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact TWTC End User Customers.
 - 4.1.1 CenturyLink will establish an SPOC to provide TWTC 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 TWTC 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

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

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 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Local Number Portability and obtain End User Customer 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 and comply with applicable FCC rules, regulations and orders.
 - 1.2.2.1 The LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) days.
 - 1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.
 - 1.2.2.3 For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers (in excess of 50 per day) or for

complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

- 1.2.3 Local Number Portability (LNP) orders may not be expedited.
 - 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 TWTC in a LATA, CenturyLink will route traffic destined for TWTC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
 - 1.2.6 When CenturyLink receives an unqueried call from TWTC to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge found in the applicable tariff will apply.
 - 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or Sprint.
 - 1.2.8 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer, 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 Each Party shall become responsible for the End User Customer's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.
- 1.3 Cut-Over Process for Number Porting Orders
- 1.3.1 TDT Cut-Overs.
 - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink will update its

CenturyLink Standard Practices to identify the circumstances of which it is aware where use of TDT is not technically feasible.

1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink 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 XI (Pricing).

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

2.0 ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

2.1 Via Tariff or Separate Agreement

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

2.2 Pole Attachment & Conduit Occupancy Agreements

TWTC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's

facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

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 TWTC is authorized to provide Telephone Exchange Service, TWTC may connect to the CenturyLink 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to its End User Customers and for access to all subtending Public Safety Answering Points (PSAPs). CenturyLink's provision of such 911/E911 services to TWTC shall be governed by the rates, terms and conditions set forth in CenturyLink's applicable Tariff.

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

4.1 Published directory listings and directory distribution services for TWTC's End User Customers will be provided by CenturyLink to TWTC pursuant to the rates, terms and conditions set forth in CenturyLink's applicable Tariff.

4.2 The Parties acknowledge that CenturyLink is not a Directory Assistance (DA) provider. CenturyLink provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by TWTC for DA services to TWTC's subscribers also populates the national DA database, then TWTC's DA listings have been made available to CenturyLink's subscribers and no further effort is needed by either Party. If for any reason, TWTC desires that CenturyLink act as a middleman conduit for the placement of TWTC's DA listings in the DA database(s), then CenturyLink shall provide such compensable DA listings service pursuant to separate DA terms between CenturyLink and TWTC which will be attached to this Agreement as an Amendment.

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.

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 Customer'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 Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. 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.

- 5.3 TWTC may obtain access to the NID on CenturyLink's network side or the End User Customer's side on a stand-alone basis to permit TWTC to connect its own loop facilities to the premises wiring at any customer location. TWTC may not connect to or otherwise access the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by TWTC will be performed by CenturyLink based on the Time and Material Charges set out in Article VII (Pricing). CenturyLink, at the request of TWTC, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article VII (Pricing). TWTC may elect to disconnect CenturyLink's Local Loop from the NID on the customer's side of the NID, but TWTC shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall TWTC 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, TWTC 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 TWTC to interconnect to such NID, but CenturyLink shall make available to TWTC any NID that exists at the time TWTC seeks interconnections to a NID to serve an End User Customer. The NIDs that TWTC uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.
- 5.6 In no case shall TWTC access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall TWTC attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall TWTC remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.
- 5.7 TWTC may access the End User Customer'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 TWTC's own NID without any charge to TWTC being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by TWTC 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 provisioning intervals shall be substantially the same as the intervals under which CenturyLink provisions the same service to itself.

ARTICLE VII: PRICING

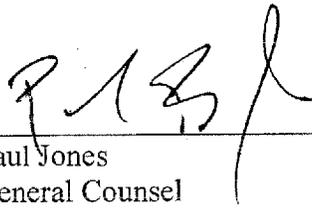
WISCONSIN		
ACCOUNT ESTABLISHMENT CHARGE	MRC	NRC
Account Establishment		\$267.48
CUSTOMER RECORD SEARCH CHARGES	MRC	NRC
Customer Record Search		\$4.86
Customer Record Search - Manual		\$13.22
Customer Record Search - Electronic		\$3.66
UNBUNDLED NETWORK ELEMENTS (UNE)		
STAND ALONE NID	MRC	NRC
NID Outside Facilities Connection		\$34.08
TRANSIT SERVICE	MRC	NRC
Transit Service Charge - per MOU	.005	
ORDERING	MRC	NRC
Service Order - Simple		\$9.50
Service Order - Complex		\$42.55
Service Order - Subsequent		\$7.16
Directory Service Requests		\$5.78
CUSTOM HANDLING	MRC	NRC
Service Order Expedite		\$150.00
All Other Expedite Charges		Access Tariff
Coordinated Hot Cut Standard Interval First Hour		\$74.16
Coordinated Hot Cut Additional Interval per Qtr. Hour		\$18.54
Time and Materials		ICB

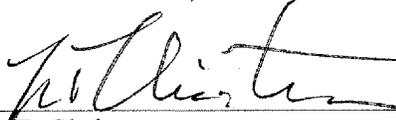
SIGNATURE PAGE

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

tw telecom of wisconsin l.p.
By: tw telecom holdings inc., its general partner

CenturyTel of Wisconsin, LLC.
CenturyTel of Southern Wisconsin, LLC.
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Forestville, LLC
CenturyTel of Larsen-Readfield, LLC
CenturyTel of Monroe County, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of the Midwest-Kendall, LLC
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC

Signature: 
Paul Jones
General Counsel

Signature: 
L.T. Christensen
Director-Wholesale Contracts

Date: 9/19/2011

Date: 9/27/11