PSC REF#:175678

Public Service Commission of Wisconsin
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CenturyLink™

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

October 31, 2012

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P. O. Box 7854
Madison, WI 53707-7854

RE: Resale Agreement between CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC, and Telephone USA of Wisconsin, LLC. all dba CenturyLink and Spectrotel, Inc.

Dear Ms. Paske:

The Resale Agreement referenced above is a new agreement between the above mentioned parties. The expiration date of the enclosed agreement is August 17, 2014. If neither Party elects to terminate this Agreement as of that date, this Agreement shall continue on a month-to-month basis unless and until cancelled or terminated as provided for in the Agreement.

CenturyLink hereby files for approval of the above referenced Resale Agreement pursuant to 47 USC § 252 of the Telecommunications Act.

I have been authorized by Spectrotel, Inc. to submit the enclosed agreement for Commission approval pursuant to 47 USC § 252(i).

1801 California St., 10th Fl.
Denver, Colorado 80202
(303) 992-5792 Direct
(303) 383-8468 Facsimile
marjorie.herlth@centurylink.com

I hereby certify that a copy of this filing has been served on Spectrotel, Inc. as follows:

Spectrotel, Inc.
Chief of Operations
3535 State Hwy 66
Neptune, NJ 07753

Please forward documents related to this Agreement filing to:

Becky Owenson Kilpatrick
319 Madison.
Jefferson City, MO 65101-3108
(573) 636-4261

Sincerely,

Marjorie Herlth
Regulatory Paralegal

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

RESALE AGREEMENT

By and between

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

AND

SPECTROTEL, INC.

FOR THE STATE OF WISCONSIN

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TABLE OF CONTENTS

PREFACE & RECITALS I

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 3

1.0 GENERAL RULES 3
2.0 DEFINITIONS 3

ARTICLE III: GENERAL TERMS & CONDITIONS 13

I. GENERAL TERMS AND CONDITIONS REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW 13

1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS 13
2.0 EFFECTIVE DATE, TERM & TERMINATION 13
3.0 APPLICABLE LAW 15

II. OTHER GENERAL TERMS & CONDITIONS 16

4.0 AMENDMENTS 16
5.0 ASSIGNMENT 17
7.0 AUDITS 19
8.0 AUTHORIZATION AND AUTHORITY 20
10.0 INTENTIONALLY LEFT BLANK 23
11.0 INTENTIONALLY LEFT BLANK 23
12.0 CHANGES IN LAW 23
13.0 CLEC PROFILE 24
14.0 CONFIDENTIAL INFORMATION 25
15.0 CONSENT 26
16.0 CONTACTS BETWEEN THE PARTIES 26
17.0 CONTACTS WITH CUSTOMERS 26
18.0 COUNTERPARTS 27
19.0 DISCONTINUANCE OF SERVICE BY CLEC ("SNAP-BACK PROVISION") 27
20.0 DISPUTE RESOLUTION 27
21.0 ENTIRE AGREEMENT 28
22.0 EXPENSES 28
23.0 FORCE MAJEURE 29
24.0 FRAUD 29
25.0 GOOD FAITH PERFORMANCE 29
26.0 HEADINGS 29
27.0 INTELLECTUAL PROPERTY 30
28.0 LAW ENFORCEMENT 31
29.0 LETTER OF AUTHORIZATION (LOA) 31
30.0 LIABILITY AND INDEMNIFICATION 32
31.0 NETWORK MANAGEMENT 35
32.0 NON-EXCLUSIVE REMEDIES 35
33.0 INTENTIONALLY LEFT BLANK 35
34.0 NOTICES 35
35.0 ORDERING AND MAINTENANCE 36
36.0 POINTS OF CONTACT FOR CLEC CUSTOMERS 37
37.0 PUBLICITY AND USE OF TRADEMARKS 37

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

38.0 REFERENCES 37
39.0 RELATIONSHIP OF THE PARTIES 38
40.0 RESERVATION OF RIGHTS 39
41.0 STANDARD PRACTICES 39
42.0 SUBCONTRACTORS 39
43.0 SUCCESSORS AND ASSIGNS – BINDING EFFECT 39
44.0 SURVIVAL 39
45.0 TAXES 40
46.0 TBD PRICES 40
47.0 TECHNOLOGY UPGRADES 41
48.0 TERRITORY 41
49.0 THIRD-PARTY BENEFICIARIES 41
50.0 UNAUTHORIZED CHANGES 41
51.0 USE OF SERVICE 42
52.0 WAIVER 42
53.0 WITHDRAWAL OF SERVICES 42

ARTICLE IV: RESALE 43

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE 43
2.0 GENERAL TERMS AND CONDITIONS FOR RESALE 43
3.0 PRICING 44
4.0 LIMITATIONS AND RESTRICTIONS ON RESALE 45
5.0 CHANGES IN RETAIL SERVICE 47
6.0 REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES 47
7.0 PRE-ORDERING AND ORDERING 48
8.0 OTHER OPERATIONAL MATTERS 49
9.0 ORDER DUE DATE 50
10.0 REPAIR AND MAINTENANCE REQUIREMENTS 50
11.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING 50
12.0 ACCESS CHARGES 51

ARTICLE V: MAINTENANCE 52

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS 52
2.0 MAINTENANCE & REPAIR PROCEDURES 52
3.0 ESCALATION PROCEDURES 53
4.0 EMERGENCY RESTORATION 53
5.0 MISDIRECTED REPAIR CALLS 53
6.0 PREMISES VISIT PROCEDURES 53
8.0 PRICING 54

ARTICLE VI: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS") 55

1.0 INTENTION OF THE PARTIES 55
2.0 DEFINITIONS 55
3.0 SERVICE PARITY AND STANDARDS 56
4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES 56
5.0 NOTICES 56
6.0 CENTURYTEL OSS SERVICES 56
7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES 56
8.0 CENTURYTEL OSS INFORMATION 57
9.0 CLEC USAGE INFORMATION 60
10.0 **CLEC BILLING INFORMATION 60
11.0 LIABILITIES AND REMEDIES 60
12.0 RELATION TO APPLICABLE LAW 60
13.0 COOPERATION 60
14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS 61

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

15.0 CENTURYTEL PRE-OSS SERVICES 61
16.0 CANCELLATIONS 62

ARTICLE VII DIRECTORY SERVICES 63

ARTICLE VIII: PRICING 69

SIGNATURE PAGE 71

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

AGREEMENT

PREFACE & RECITALS

This Resale Agreement (the "Agreement"), is by and between CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC, Telephone USA of Wisconsin, LLC, all dba "CenturyLink"; with its address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 ("CenturyLink"), and Spectrotel, Inc., a New Jersey corporation, in its capacity as a certified provider of local wireline Telecommunications Service ("Spectrotel" or "CLEC"), with its address for this Agreement at 3535 State Hwy. 66, Neptune, NJ 07732 (CenturyLink and Spectrotel 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, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the resale of their Telecommunications Services,

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 Spectrotel hereby covenant and agree as follows:

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ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

This Agreement governs the purchase by Spectrotel of certain Telecommunications Services provided by CenturyLink in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.* This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement.

2.0 INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to Spectrotel, 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: Resale
Article V: Maintenance
Article VI: Access to Operations Support Systems (OSS)
Article VII: Directory Services
Article VIII: 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 Spectrotel.

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ARTICLE II: DEFINITIONS

1.0 GENERAL RULES

1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.

1.2 Additional definitions that are specific to the matters covered in a particular Article, Article or provision may appear in that Article, Article 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, Article or provision, the definition set forth in the specific Article, Article or provision shall control with respect to that Article, Article 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 **"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.*

2.2 **Advanced Services**

High speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics or video telecommunications using any technology.

2.3 **Affiliate**

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

2.4 **Answer Supervision**

An off-hook supervisory signal.

2.5 **Applicable Law**

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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.

2.6 **As-Is Transfer (AIT)**

The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is."

2.7 **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.

2.8 **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.

2.9 **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.

2.10 **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.

2.11 **Carrier Identification Code (CIC)**

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

2.12 **Central Office (CO)**

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

2.13 **Intentionally left blank**

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

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

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2.15 **Intentionally left blank**

2.16 **CenturyLink Standard Practices**

CenturyLink Standard Practices are procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. CenturyLink Standard Practices which may be amended from time to time.

2.17 **Certificate of Operating Authority**

A certification by the State Commission that Spectrotel 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.

2.18 **CLASS**

An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

2.19 **CLEC Pre-ordering Forms**

Forms required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.20 **Commission**

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

2.21 **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.

2.22 **Contract Year**

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

2.23 **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.

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

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

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2.25 **Customer Service Record (CSR)**

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

2.26 **Customer Service Record Search**

A process requested by CLEC for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained a LOA from the End User Customer prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

2.27 **Disconnect Supervision**

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

2.28 **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.

2.29 **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.

2.30 **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. 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. Notwithstanding the Effective Date, except that the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to implement to accommodate required initial processes.

2.31 **Electronic File Transfer (EFT)**

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

2.32 **"End User" or "End User Customer"**

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Any individual, business, association, corporation, government agency or entity 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. End User and End user Customer may include telecommunications carriers, Internet service providers, cable providers, Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) and other service providers only to the extent that such entities are acting as CLEC's retail customers who do not resell such telecommunications services to others. (e.g. End Users may include such entities who use Telecommunications Services at such End User's retail and/or corporate locations).

2.33 **Exchange Access**

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

2.34 **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).

2.35 **Intentionally left blank.**

2.36 **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.

2.37 **FCC**

The Federal Communications Commission.

2.38 **Federal Universal Service Charge (FUSC)**

An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

2.39 **Federal Universal Service Fund (FUSF)**

A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

2.40 **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).

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

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

2.42 **Intentionally left blank**

2.43 **Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring is wiring within the customer premise that is owned or controlled by CenturyLink that extends to the point of demarcation of CenturyLink's outside plant. The point of demarcation shall have the meaning set forth in 47 C.F.R. § 68.105.

2.44 **Intellectual Property**

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptions, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and 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).

2.45 **Intellectual Property Claim**

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

2.46 **Interexchange Carrier (IXC)**

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

2.47 **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.

2.48 **Local Exchange Carrier (LEC)**

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

2.49 **Local Service Request (LSR)**

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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.

2.50 **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.

2.51 **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.

2.52 **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.

2.53 **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.

2.54 **Operations Support Systems (OSS)**

The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information.

2.55 **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).

2.56 **Party or Parties**

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

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2.57 **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.

2.58 **"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..

2.59 **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 Spectrotel.

2.60 **Selective Router (SR)**

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

2.61 **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.

2.62 **Service Order**

See "LSR."

2.63 **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 LOUISIANA.

2.64 **Subsidiary**

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

2.65 **Switched Access Services**

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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."

2.66 **Tariff or Price List**

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

2.67 **Telecommunications**

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

2.68 **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.

2.69 **Telecommunications Service**

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

2.70 **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..

2.71 **Telephone Exchange Service**

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

2.72 **"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.

2.73 **Time and Material Charges**

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

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applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.

2.74 **Vertical Features (including CLASS Features)**

Features, functions and capabilities provided through operation of hardware and software comprising a switch.

2.75 **Website**

As used in this agreement, Website shall mean:
www.CenturyLink.com/wholesaleservices

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ARTICLE III: GENERAL TERMS & CONDITIONS

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

1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS

Except as may otherwise be set forth in a particular Article or Article of this Agreement, in which case the provisions of such Article or Article 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 CLEC 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 Spectrotel. Inactivity is defined as Spectrotel's failure to initiate the required pre-ordering activities, Spectrotel's failure to submit any orders pursuant to this Agreement's terms or Spectrotel's failure to originate or terminate any Local Traffic pursuant to this Agreement's terms.

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

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Spectrotel 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 Spectrotel 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 Spectrotel 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 Spectrotel nor CenturyLink has requested negotiation of a new resale agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date in accordance with the terms of this Agreement and 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. Spectrotel 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 Spectrotel. If Spectrotel 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 Spectrotel under Section 252(i). Should Spectrotel fail to follow the terms of this Section 2.5, Spectrotel 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 Spectrotel 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; or

(d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.

2.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The

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selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.8 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 resale agreement between the Parties for the State of LOUISIANA 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 resale agreement between the Parties for the State of LOUISIANA pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of 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 resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the 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.

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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 Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

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

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

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

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

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

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If a change in Applicable Law requires CenturyLink, pursuant to Section 12.2, to offer a new service under this Agreement, Spectrotel may submit a written request to CenturyLink to amend this Agreement to add terms and conditions for the provision of the new service using either of the following options:

4.1 Option 1: CenturyLink will provide Spectrotel with a form "Attachment" that will amend the Agreement. This Attachment will identify the specific terms and conditions of the Agreement affected by the change in Applicable Law and will set forth the specific terms and conditions to be amended that are applicable to the new service. CenturyLink also shall submit the executed form Attachment to the Commission for approval as required by 47 U.S.C. § 252(e). Spectrotel may begin ordering the new service pursuant to the terms of the Attachment as soon as it executes the amended Attachment.

4.2 Option 2: If Spectrotel desires to negotiate an amendment to the Agreement with terms and conditions for the new service that are different than those contained in CenturyLink's form Attachment, Spectrotel must send CenturyLink a request to negotiate. The Parties agree to negotiate in good faith the terms and conditions for the new service. Whether the Parties agree to acceptable terms and conditions through negotiations or resolve such terms and conditions through arbitration, the terms and conditions for the new service arrived at through this Option 2 shall not become effective until they are approved by the Commission pursuant to 47 U.S.C. § 252(e).

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 sixty (60) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon any necessary approval from the appropriate regulatory authority, 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, Spectrotel shall provide to CenturyLink a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyLink hereunder. Spectrotel'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 Spectrotel (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 a bill rendered to Spectrotel 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,

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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 Spectrotel (including, but not limited to, both recurring and non-recurring charges) using Spectrotel's forecast of resale lines and any other facilities or services to be ordered from CenturyLink, or (2) $5,000. If Spectrotel does not provide a forecast of its facility or service demand under this Agreement, Spectrotel 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 Spectrotel if Spectrotel is repeatedly delinquent in making its payments, or Spectrotel is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyLink due to Spectrotel's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of Spectrotel. "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 Spectrotel's average monthly billing exceeds the estimated two-months billing based on Spectrotel's forecasts referenced in Section 6.2 above or if Spectrotel 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 CenturyLink's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyLink, or (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.

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 Spectrotel in respect of any amounts to be paid by Spectrotel 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 Spectrotel's Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, upon request by CenturyLink, Spectrotel 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 Spectrotel 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 Spectrotel 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

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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 one and one half percent (1 ½%) of the amounts payable by or to the Auditing Party during the audit period.

7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.

7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be 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 thirty (30) 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 30 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 the Audited Party's normal security procedures.

7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

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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 19 regarding dispute resolution.

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 they have had the opportunity to consult with legal counsel of his, her or its choosing, and Spectrotel 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 LOUISIANA and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Spectrotel 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

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full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

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

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement, Spectrotel and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will use reasonable efforts to provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior to the date such notice of claim is made.

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 CLEC Service Guide 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

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amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. If such dispute is found to be in favor of the billed Party , such late payment charges shall be credited to the account. Both Spectrotel 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 tenth (10th) calendar day 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 upon at least two (2) calendar days 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 ten (10) 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

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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.

9.6 Universal Service Fund. In order to collect the costs of CenturyLink's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyLink's End User Customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyLink are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyLink, Spectrotel must provide CenturyLink a signed statement certifying that it is reselling the services provided by CenturyLink in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If Spectrotel does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyLink must report the revenues obtained from the provision of service to Spectrotel as End User revenues for FUSF contribution purposes and will assess a FUSC on Spectrotel.

9.6.1INTENTIONALLY LEFT BLANK 9.6. 2 To comply with FCC rules regarding the funding of Universal Service, Spectrotel is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS," provided by CenturyLink in order to obtain an exemption from paying the FUSC to CenturyLink. In addition, Spectrotel agrees to provide CenturyLink with an updated annual certification, no later than February 1 of each calendar year, so that CenturyLink may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

9.6.3 It is expressly understood and agreed by the Parties that Spectrotel's provision to CenturyLink of evidence concerning its making adequate payments into the FUSF, and Spectrotel's representations to CenturyLink in connection therewith, are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyLink.

10.0 INTENTIONALLY LEFT BLANK

11.0 INTENTIONALLY LEFT BLANK

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.

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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 Spectrotel under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, payment or benefit. CenturyLink will provide ninety (90) calendar days prior written notice to Spectrotel 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 Spectrotel 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 Spectrotel 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 Spectrotel 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 ninety (90)calendar days of receipt of the requesting Party's written request unless a different notice period or different conditions are specified by Applicable Law for provision of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20.

12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 12.3 applies shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PRE-ORDERING FORMS

13.1 Spectrotel shall not place any orders under this Agreement until it has completed and submitted to CenturyLink Pre-ordering Forms provided by CenturyLink and, if required by CenturyLink, paid a deposit for assurance of payment pursuant to Section 9. Spectrotel will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

13.2 Certificate of Operating Authority. Spectrotel must represent and warrant to CenturyLink that it is a certified provider of local Telephone Exchange Service in the State.

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Spectrotel 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 Spectrotel pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of Spectrotel End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Spectrotel End User Customers, whether disclosed by Spectrotel 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 disclosing Party;

(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 disclosing Party;

(e) To promptly return any copies of such Confidential Information to the disclosing Party 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.

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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 disclosing party , was received in good faith from a third party not subject to a confidential obligation to the disclosing party, 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 Service Guide ("Guide") as amended and updated from time to time. The Guide is provided to Spectrotel on CenturyLink's Website, and any updates also will be provided on the Website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that Spectrotel 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 Guide will provide Spectrotel with contact information for the personnel and/or organizations within CenturyLink capable of assisting Spectrotel with inquiries regarding the ordering, provisioning and billing of resale services. Included in this information will be the contact information for a person or persons to whom Spectrotel 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, Spectrotel shall provide the exclusive interface with Spectrotel's End User Customers in connection with the marketing or offering of Spectrotel services. Except as otherwise provided in this Agreement, in those instances where CenturyLink personnel are required pursuant to this Agreement to interface directly with Spectrotel's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyLink. Nothing in this section shall require CenturyLink to repaint trucks or other equipment, or to remove, hide or cover logos or other

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identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyLink or CenturyLink personnel to effect service calls.

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 DISCONTINUANCE OF SERVICE BY Spectrotel ("SNAP-BACK PROVISION")

19.1 If Spectrotel proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason (other than as a result of a valid assignment pursuant to Section 5 of this Article , sale or transfer of all or substantially all of its assets, equities or by merger or consolidation), CLEC shall send written notice of such discontinuation to CenturyLink, the Commission, and each of Spectrotel's customers. Spectrotel shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) calendar days, to the extent commercially feasible, Spectrotel shall send such notice at least thirty (30) calendar days prior to its discontinuation of service. Should Spectrotel fail to provide notice pursuant to this provision, CenturyLink shall have the right to send such notice and to discuss service discontinuance and election of a replacement carrier with Spectrotel's customers.

19.2 Such notice must advise each Spectrotel customer that, unless action is taken by the Spectrotel customer to switch to a different carrier prior to Spectrotel's proposed discontinuation of service, the Spectrotel customer will be without the service provided by Spectrotel to the Spectrotel customer.

19.3 Should a Spectrotel customer subsequently become a CenturyLink customer, Spectrotel shall provide CenturyLink with all information necessary for CenturyLink to establish service for the Spectrotel customer, including, but not limited to, the CLEC customer's billed name, listed name, service address, and billing address, and the services being provided to the Spectrotel customer.

19.4 Nothing in this Section 19 shall limit CenturyLink's right to cancel or terminate this Agreement under Section 2 or to suspend provision of services under Section 9 of this Agreement.

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 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) calendar days to

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designate its own representative in the negotiation. The Parties' representatives shall meet (including via a conference call) at least once within 30 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. Discussions and correspondence among the representatives for purpose of negotiation shall be treated as confidential information developed for the purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or any administrative or governmental proceeding, including by the FCC and the Commission, without the consent of the Parties unless the confidential information (other than settlement offers or counter offers) are otherwise the proper subject of discovery requests that a Party is obligated to respond to, and are not subject to any further evidentiary restrictions or privileges in the arbitration, lawsuit or any administrative or governmental proceeding.

20.2 If the Parties have been unable to resolve the dispute within 30 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

20.3 Costs. Each Party shall bear its own costs of pursuing or responding to disputes.

20.4 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 Spectrotel 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 Spectrotel 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 Spectrotel makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to Spectrotel in a timely manner and Spectrotel 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.

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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 affecting a Party excuse such 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

Spectrotel 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, Spectrotel'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 In the spirit of good faith and upon request by either Party, the Parties agree to meet (including via conference call) once a month, or at other intervals as reasonably agreed to by the Parties, 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 Parties' provisioning of the services and ancillary functions provided under this Agreement; (ii) and any areas in which such performance may be improved; (iii) any problems that were encountered during the preceding month or anticipated in the upcoming month; (iv) 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 (v) 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

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

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 Spectrotel acknowledges that its right under this Agreement 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 Spectrotel 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 Spectrotel, 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 services and facilities to Spectrotel ("Additional Rights and Licenses").

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

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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 Spectrotel in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Spectrotel shall be responsible for and shall be billed for any charges associated with providing such services for Spectrotel'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.

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

29.0 LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, Spectrotel and CenturyLink shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

29.1.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the customer.

29.1.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.

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29.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.

29.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyLink Service Guide or otherwise approved in advance by CenturyLink, CenturyLink will not require Spectrotel to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if Spectrotel submits an order to change service providers or release CPNI where Spectrotel has not yet obtained appropriate authorization to change service providers or release CPNI from the customer. Until a blanket LOA has been executed, a Party wishing to view or end user CPNI of the other Party must provide written proof of End User Customer authorization to the other Party before viewing or using the CPNI.

30.0 LIABILITY AND INDEMNIFICATION

30.1 Indemnification Against Third-Party Claims. Subject to the limitations set forth in this Agreement, including, without limitation, Section 30.3, 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 misrepresentation, fraud or other misconduct; (ii) the Indemnifying Party's negligence; (iii) 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; (iv) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (v) 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's 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, relating to the Indemnifying Party's performance or obligations under this Agreement; (iiiv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (iv) personal injury to 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

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to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

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

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

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

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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 mis-use of or damage to Operations Support Systems by Spectrotel;
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
30.3.3.12 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. Liability of CenturyLink to CLEC, CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink.

30.4.2 Spectrotel Tariffs or Contracts. Spectrotel shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services or facilities obtained from CenturyLink, provide that in no case shall CenturyLink be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by Spectrotel, Spectrotel's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and Spectrotel shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, Spectrotel, Spectrotel's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of Spectrotel'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). For purposes

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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, respectively. Spectrotel 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. Spectrotel 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 Spectrotel 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 Spectrotel causes an Impairment in Service, CenturyLink shall promptly notify Spectrotel 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 Spectrotel 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, Spectrotel 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.

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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

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

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

To Spectrotel:

Spectrotel, Inc.
Chief of Operations
3535 State Highway 66
Neptune , NJ 07753

With a copy to:

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 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 A web-based interface is currently being used for Spectrotel to order resale services. Unless otherwise provided in the Articles of this Agreement, Spectrotel shall use CenturyLink's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, 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 Spectrotel to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by

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CenturyLink, CenturyLink will notify Spectrotel of such availability and Spectrotel 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 Spectrotel; 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 **INTENTIONALLY LEFT BLANK**

36.0 POINTS OF CONTACT FOR Spectrotel CUSTOMERS

36.1 Spectrotel shall be the primary point of contact for Spectrotel customers. Spectrotel shall establish telephone numbers and mailing addresses at which Spectrotel's End User Customers may communicate with Spectrotel and shall advise Spectrotel End User Customers of these telephone numbers and mailing addresses.

36.2 Except as otherwise agreed to by CenturyLink, CenturyLink shall have no obligation, and may decline, to accept a communication from a Spectrotel customer, including, but not limited to, a Spectrotel customer request for repair or maintenance of a CenturyLink service provided to Spectrotel.

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 Spectrotel.

37.3 **INTENTIONALLY LEFT BLANK**

37.4 Notwithstanding the foregoing, nothing contained herein shall be construed as prevent either Party from publically stating the fact that it has executed this Agreement with the other Party, including, without limitation, CLEC may refer to CenturyLink during contact with customers as CLEC's "underlying network provider" but not in any form of advertisement media such as radio.

38.0 REFERENCES

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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, Article or Table refer to a Section, Article 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.

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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 Spectrotel industry which may be added or incorporated by reference in the Standard Practices. Spectrotel agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement.

41.2 All changes to CenturyLink Standard Practices will be posted on the CenturyLink Website prior to implementation. Posting will include CenturyLink personnel who may be contacted by Spectrotel 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.

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45.0 TAXES

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

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

45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

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

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

46.0 TBD PRICES

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

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 Article or Attachment and there are no corresponding prices or rates in such Article or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to Spectrotel 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 less applicable wholesale discount. 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. Spectrotel 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 LOUISIANA. 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

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

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

(a) direct CenturyLink to change the End User Customer back to the LEC providing service to the End User Customer before the change to Spectrotel was made;

(b) provide any End User Customer information and billing records Spectrotel has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and

(c) notify the End User Customer and CenturyLink that the change back to the previous LEC has been made.

50.2 CenturyLink will bill Spectrotel fifty dollars ($50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User Customer back to the original LEC.

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.

53.0 WITHDRAWAL OF SERVICES

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, to the extent that CenturyLink no longer offers a particular service to its own End User Customers then CenturyLink may terminate its offering and/or provision of such particular service offering covered by this Agreement upon at least ninety (90) calendar days prior written notice to Spectrotel unless otherwise ordered or provided for by Order or Law.

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

ARTICLE IV: RESALE

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.1 This Article describes services that CenturyLink will make available to Spectrotel for resale. All services or offerings of CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Articles II & III, and Applicable Law. CenturyLink shall make available to Spectrotel for resale any Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End User Customers via its applicable retail tariff (hereinafter, "resold services").

1.2 Resold services are available where facilities then currently exist, and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Spectrotel requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to Spectrotel a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End User Customers. If the quote is accepted by Spectrotel, Spectrotel will be billed the quoted price and construction will commence after receipt of payment.

1.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed by the CenturyLink Service Guide.

1.4 CenturyLink and its suppliers shall retain all of their rights, title and interest in all facilities, equipment, software, information, and wiring, used to provide Spectrotel with resold services under this Agreement.

1.5 CenturyLink shall have access at all reasonable times to Spectrotel customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. Spectrotel shall, at Spectrotel's expense, obtain any rights and/or authorizations necessary for such access.

1.6 Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring provided by Spectrotel or Spectrotel's End User Customers for use with any resold services.

2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, *et seq.*, to process End User selection of primary local exchange carriers. Neither Party shall require a written Letter of Authorization (LOA) in order to process the required service orders to effectuate the

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migration, but instead shall follow the Blanket LOA procedures set forth in Article III, Section 31.

2.2 Customer-Initiated Change in Provider. The Parties shall comply with all applicable Commission rules regarding switching End User Customers from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an End User Customer's local service provider.

2.2.1 When an End User Customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User Customer's direction or the direction of the End User Customer's authorized agent.

2.3 End User Customers with An Unpaid Balance. If an End User Customer has an unpaid balance with CenturyLink, CenturyLink will not process a Spectrotel service order for the End User Customer until the balance is paid, unless otherwise required by Applicable Law.

2.4 Spectrotel as Customer of Record. Spectrotel will be the customer of record for all services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from Spectrotel for all services ordered.

2.5 Billing. CenturyLink shall not be responsible for the manner in which Spectrotel bills its End User Customers. All applicable rates and charges for services provided to Spectrotel or to Spectrotel's End User Customers under this Article will be billed directly to Spectrotel and shall be the responsibility of Spectrotel regardless of Spectrotel's ability to collect; including but not limited to toll and third-party charges unless Spectrotel has taken appropriate actions to restrict Spectrotel's End User Customers' ability to incur such charges.

2.6 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End User Customers, monthly billing to Spectrotel does not include local calling detail. However, CLEC may request and CenturyLink shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

2.7 Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (*e.g.*, penal institutions, COCOTS).

2.8 Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

3.0 PRICING

3.1 Calculation of the Resale Discount and the Resulting Resale Rate. The prices charged to Spectrotel for local services shall be calculated as follows:

3.1.1 A discount as shown in Article: Resale Pricing ("Resale Article") of this Article shall apply to the monthly retail rate of all Telecommunications Services made

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available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law. The terms "wholesale discount" and "resale discount," as used in this Article, are interchangeable.

3.1.2 The discount dollar amount calculated under Section 3.1.1 above will be deducted from the monthly retail rate of the Telecommunications Service.

3.1.3 The resulting discounted rate is the monthly resale rate of the Telecommunications Service.

3.2 Promotions. CenturyLink shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any such promotional rate will be subject to the applicable resale discount. CenturyLink shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any such promotional rates will not be subject to, and may not be used with, the applicable resale discount. For promotional offerings that are less than ninety (90) days in duration and CenturyLink does not make such promotions available as sequential ninety (90)-day promotions, Spectrotel may choose either the promotion or the discounted retail rate at its discretion. In all cases, in order to obtain a promotional offering, Spectrotel must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. Spectrotel shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

3.3 Resale of "As Is" Services. When a CenturyLink End User changes service providers to Spectrotel resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the LSR service order charge.

3.4 Resale with Changes in Services. If a Spectrotel End User Customer adds features or services when the End User Customer changes its resold local service from CenturyLink or another CLEC to Spectrotel, CenturyLink will charge CLEC the normal LSR service order charges and/or non-recurring charges associated with said additions.

3.5 Nonrecurring Charges. The resale discount, as shown in the Resale Article of this Article, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyLink's applicable retail tariffs or Price Lists.

4.0 LIMITATIONS AND RESTRICTIONS ON RESALE

4.1 General. To the extent consistent with Applicable Law, Spectrotel may resell local services to provide Telecommunications Services to its End User Customers. In addition to the limitations and restrictions set forth in this Section 4, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.

4.2 Cross-Class Selling. Spectrotel shall not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (*e.g.*, R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

4.3. Telephone Assistance Programs. Spectrotel shall not resell lifeline services, services for the disabled or other telephone assistance programs. Where Spectrotel desires to provide lifeline services, services for the disabled or similar telephone assistance programs to its customer, CenturyLink will resell the customer's line as a residential line (with applicable wholesale discount) and Spectrotel shall be responsible for re-certifying

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the line pursuant to Applicable Law and for participating in the lifeline, disabled services or telephone assistance discount pool without the assistance of CenturyLink. In no event shall CenturyLink be responsible for recovering or assisting in the recovery of lifeline, disabled services or telephone assistance program discounts on behalf of Spectrotel. Spectrotel is exclusively responsible for all aspects of any similar Spectrotel-offered program, including ensuring that any similar Spectrotel-offered program(s) complies with all applicable federal and State requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of Spectrotel's End User Customers or applicants are eligible to participate in such programs, submitting Spectrotel's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

4.4 Promotional Offerings Lasting Less Than 90 Days. The Wholesale discount does not apply to CenturyLink's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyLink does not make such promotions available as sequential ninety (90)-day promotions. However, Spectrotel may resell CenturyLink promotional offerings that last less than ninety (90) days subject to the terms of Section 3.2 above.

4.5 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by Spectrotel under the terms of this Agreement.

4.6 Customer-Specific Pricing Agreements. Spectrotel may purchase CenturyLink customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyLink. However, the resale discount does not apply to such offerings. Where Spectrotel and CenturyLink are competing at retail for the same customer, CenturyLink will calculate the retail price without unreasonable delay

4.7 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to Spectrotel's End Users by CenturyLink's OS and DA vendors.

4.8 Special Access Services. Spectrotel may purchase for resale special access services; however, no resale discount applies.

4.9 COCOT Coin or Coinless Lines. Spectrotel may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.

4.10 Grandfathered Services. Services identified in CenturyLink tariffs or Price Lists as grandfathered in any manner are available for resale only to End User Customers that already have such grandfathered service. An existing End User Customer may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered service may not be reinstalled. Grandfathered services are subject to a resale discount, as provided in Section 3.1.

4.11 Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by Spectrotel whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User Customer.

4.12 Services provided for Spectrotel's Own Use. Telecommunications Services provided directly to Spectrotel for its own use or for the use of its subsidiaries and affiliates and not

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resold to Spectrotel's End User Customers must be identified by Spectrotel as such, and Spectrotel will pay CenturyLink's retail prices for such services.

4.13 Access to Certain Parties. Spectrotel shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers or information or internet service providers; provided, however, that Spectrotel may permit its End User Customers to use resold local exchange telephone service to obtain connectivity to IXCs, wireless carriers, CAPs, or other retail telecommunications providers. For avoidance of doubt, End User and End User Customer may include telecommunications carriers, Internet service providers, cable providers, Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) and other service providers only to the extent that such entities are acting as CLEC's retail customers who do not resell suchtelecommunications services to others. (e.g. End Users may include such entities who use Telecommunications Services at such End User's retail and/or corporate locations).

4.14 Volume and/or Term Discounts. Spectrotel may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff or Price Lists. Spectrotel shall not permit the sharing of a service by multiple End User Customer(s) or the aggregation of traffic from multiple End User Customers' lines or locations (including multiple addresses of the same End User – this is from the Amendment) onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter.

5.0 CHANGES IN RETAIL SERVICE

If CLEC desires to receive Notice of tariff or other changes CLEC may sign up for such notification via CenturyLink's Wholesale services Website. and will receive email notification of such postings.

6.0 REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES

6.1 E911/911 Services. CenturyLink shall provide to Spectrotel, for Spectrotel End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). CenturyLink shall use its standard service order process to update and maintain the Spectrotel customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End User Customers. CenturyLink shall provide Spectrotel End User Customer information to the PSAP. Spectrotel shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by Spectrotel, and CenturyLink shall not be responsible for any failure of Spectrotel to provide accurate End User Customer information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

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6.1.1 Spectrotel shall be responsible for collecting from its End User Customers and remitting all applicable 911 fees and surcharges, on a per line basis, to he appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable law.

6.2 Suspension of Service. Spectrotel may offer to resell End User Customer-Initiated Suspension and Restoral Service to its End User Customers if and to the extent offered by CenturyLink to its retail End Users.

6.2.1 Spectrotel may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. Spectrotel shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

6.2.2. Should Spectrotel suspend service for one of its End User Customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, Spectrotel shall be charged and shall be responsible for all appropriate monthly services charges for the End User's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.

6.2.3 Should Spectrotel restore its End User, restoral charges will apply, and Spectrotel will be billed for the appropriate service from the time of suspension.

6.3 End User Retention of Telephone Number. When End User Customers switch from CenturyLink to Spectrotel, or to Spectrotel from any other reseller, and if they do not change their physical service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Law or regulations for number administration and Number Portability (NP). Telephone numbers may not be retained if the physical service address is changed concurrent with the switch to a new provider nor may telephone numbers be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

7.0 PRE-ORDERING AND ORDERING

7.1 CenturyLink will provide pre-ordering and ordering services for resale services to Spectrotel consistent with the CenturyLink Standard Practices.

7.2 LSR Process. LSRs shall be electronically sent by Spectrotel to CenturyLink via CenturyLink's Website.

7.2.1 Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.

7.2.2 Upon work completion, CenturyLink will provide Spectrotel a Service Order Completion (SOC) notice via e-mail to Spectrotel's designated email address.

7.2.3 As soon as identified, CenturyLink will provide Spectrotel any reject error notifications e-mail to Spectrotel's designated email address.

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7.2.4 CenturyLink will provide Spectrotel with a Jeopardy Notice when CenturyLink's Committed Due Date is in jeopardy of not being met by CenturyLink on any resale service via e-mail to Spectrotel's designated email address. On that Jeopardy Notice, CenturyLink shall provide the revised Committed Due Date.

7.3 Telephone Number Assignments. Where Spectrotel resells service to a new (not currently existing) end user, CenturyLink shall allow Spectrotel to place service orders and receive phone number assignments.

7.4 Maintenance. CenturyLink will provide repair and maintenance services to Spectrotel and its End User Customers for resold services in accordance with the terms set forth in the Maintenance Article of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End User Customers. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a Spectrotel End User Customer until such time as trouble is reported to CenturyLink by Spectrotel. Spectrotel must provide to CenturyLink all End User Customer information necessary for the installation, repair and servicing of any facilities used for resold services according to the CenturyLink Standard Practices .

7.5 Line Loss Notification. CenturyLink will provide Spectrotel with an electronic line loss notification when a Spectrotel resale customer changes its local carrier.

7.6 Spectrotel as Single Point of Contact. CenturyLink will recognize Spectrotel as the single and sole point of contact for all Spectrotel End User Customers. Spectrotel will provide CenturyLink with the names of authorized individuals that can remit or inquire about its LSRs.

7.7 Misdirected Calls. CenturyLink shall refer all questions received directly from Spectrotel End Users back to Spectrotel for handling.

7.8 Communications with Other Party's Customers or Prospective Customers. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' End User Customers during such inquiries.

7.10 Ordering and Provisioning Hours. CenturyLink will provide ordering and provisioning coordination for resale services Monday through Friday, during the business hours specified in the CenturyLink Standard practices. Spectrotel may request expedited provisioning or provisioning outside of the normal work day. However, Spectrotel agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Article.

7.11 As-Is Transfers. CenturyLink will accept orders for As-Is Transfer (AIT) of services from CenturyLink to Spectrotel where CenturyLink is the End User Customer's current local exchange carrier.

7.12 Transfers Between Spectrotel and another Reseller of CenturyLink Services. When Spectrotel has obtained an End User Customer from another reseller of CenturyLink services, Spectrotel will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.

8.0 OTHER OPERATIONAL MATTERS

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8.1 CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex service orders charges pursuant to tariff terms may apply.

8.2 Where technically feasible, CenturyLink's ordering center will coordinate support for all designed and/or complex resale services provided to Spectrotel.

8.3 CenturyLink will provide the functionality of blocking calls (*e.g.*, 900, 976, international calls, and third-party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyLink provides such blocking capabilities to its End User Customers and to other CLECs, but only to the extent required by Applicable Law.

8.4 When ordering a resale service via an LSR service order, Spectrotel may order separate interLATA and intraLATA service providers (*i.e.*, two PICs) on a line or trunk basis, and Spectrotel agrees to pay the applicable service order and PIC charges associated with such order. CenturyLink will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

8.5 CenturyLink's retail sales and marketing personnel will not have access to information regarding Spectrotel's requests for resold services or other competitively sensitive information.

9.0 ORDER DUE DATE

9.1 Order Due Date. When Spectrotel submits an LSR, Spectrotel will specify a desired Due Date (DDD) and CenturyLink will specify a due date (DD) based on the available dates within the applicable interval. Standard due date intervals shall be as set forth in the CenturyLink Service Guide.

9.2 Requests to Expedite. If expedited service is requested, Spectrotel will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyLink will use commercially reasonable efforts to accommodate the request, however, CenturyLink reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite service order charges, as set forth in the Resale Article, will apply.

9.3 Escalation Procedures and Dispute Resolution. Spectrotel will follow the documented escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions set forth in Article III of this Agreement. The CenturyLink Standard Practices documents the escalation process.

10.0 REPAIR AND MAINTENANCE REQUIREMENTS

CenturyLink will provide repair and maintenance services for all resale services in accordance with the terms and conditions of this Article and the Maintenance Article .

11.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

11.1 CenturyLink will perform testing (including trouble shooting to isolate any problems) of resale services purchased by Spectrotel in order to identify any new circuit failure performance problems. Each Party will utilize CenturyLink's routine maintenance procedures for isolating and reporting troubles.

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

11.2 Where available, CenturyLink will perform pre-testing in support of complex resale services ordered by Spectrotel.

12.0 ACCESS CHARGES

CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all switched access revenues when providing switched access services for Spectrotel's retail End User Customers served via resale. When Spectrotel resells special access to its end user customers, CenturyLink is not entitled to any special access revenues from Spectrotel's End User Customers.

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all resold services provided by CenturyLink under this Agreement. Such maintenance and repair services provided to Spectrotel shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party, including its own End User Customers. To the extent CenturyLink provides maintenance and/or repair services to Spectrotel's End User Customers, such services shall be equal in quality to that which CenturyLink provides to its own End User Customers. CenturyLink agrees to respond to Spectrotel 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 Spectrotel and/or Spectrotel's End User Customers 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 Spectrotel's End User Customers. Spectrotel shall initiate any and all maintenance and/or repair calls to CenturyLink on behalf of Spectrotel's End User Customers.

2.2 CenturyLink will provide a single point of contact (SPOC) for all of Spectrotel'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, Spectrotel 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 Spectrotel 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), Spectrotel must first conduct trouble isolation to ensure that the trouble does not originate from Spectrotel's own equipment or network or the equipment of Spectrotel's customer.

2.5 If (a) Spectrotel reports to CenturyLink a customer trouble, (b) Spectrotel 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 Spectrotel shall pay CenturyLink a charge set forth in CenturyLink's local tariff or Price List for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by Spectrotel is not available at the appointed time. Spectrotel accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of Spectrotel 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 or Price List will be assessed per occurrence to Spectrotel by CenturyLink. If as the result of Spectrotel'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 or Price List will be assessed per occurrence to Spectrotel by CenturyLink.

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

2.5.1 Should no charges applicable to Section 2.5 above be documented in CenturyLink's local tariff or Price List, then CenturyLink shall determine Time and Materials charges.

2.6 For purposes of this Article, services, facilities and equipment provided to Spectrotel through resold service will be considered restored, or a trouble resolved, when the quality of the resold service is equal to that provided before the outage or the trouble occurred.

3.0 ESCALATION PROCEDURES

3.1 CenturyLink will provide Spectrotel 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, Spectrotel will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

4.1 Spectrotel may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact Spectrotel End User Customers.

4.1.1 CenturyLink will establish an SPOC to provide Spectrotel with information relating to the status of restoration efforts and problem resolution during any restoration process.

4.1.2 CenturyLink shall establish methods and procedures for reprovisioning of all resold services after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for Spectrotel 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 PREMISES VISIT PROCEDURES

6.1 CenturyLink Maintenance of Service Charges, when applicable, will be billed by CenturyLink to Spectrotel, and not to Spectrotel's End User Customers.

DocuSign Envelope ID: 78B549C1-C244-4EC4-A6F2-0B00A9253FC2

6.2 Dispatching of CenturyLink's technicians to Spectrotel's End User Customers' premises shall be accomplished by CenturyLink pursuant to a request received from Spectrotel.

6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyLink personnel are required pursuant to this Agreement to interface directly with Spectrotel's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyLink technicians provide to Spectrotel's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyLink. CenturyLink will not rebrand its vehicles and personnel.

6.4 If a trouble cannot be cleared without access to Spectrotel's local service customer's premises and the customer is not at home, the CenturyLink technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call Spectrotel for rescheduling of the repair.

7.0 INTENTIONALLY LEFT BLANK

8.0 PRICING

8.1 Rates and charges for the relevant services provided under this Article are included in Article VIII.

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ARTICLE VI: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

1.0 INTENTION OF THE PARTIES

1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyLink and Spectrotel with regard to access to, use of services provided by, or information obtained pursuant to the CenturyLink Operations Support Systems that are described within the various articles of the Resale Agreement and/or the CenturyLink Standard Practices .

1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services provided under this Agreement so that Spectrotel can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyLink.

2.0 DEFINITIONS

2.1 CenturyLink Operations Support Systems: CenturyLink systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

2.2 CenturyLink OSS Services: Access to CenturyLink Operations Support Systems functions. The term "CenturyLink OSS Services" includes, but is not limited to: (a) CenturyLink's provision of Spectrotel Usage Information to Spectrotel pursuant to Sections 2.8 and 9.0 below; (b) CenturyLink's provision of Spectrotel Billing Information to Spectrotel pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyLink OSS Information," as defined in Section 2.4 below.

2.3 CenturyLink OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyLink to provide CenturyLink OSS Services or CenturyLink Pre-OSS Services to Spectrotel.

2.4 CenturyLink OSS Information: The term "CenturyLink OSS Information" includes, but is not limited to: (a) any Customer Information related to a Spectrotel customer accessed by, or disclosed or provided to, Spectrotel through or as a part of CenturyLink OSS Services or CenturyLink Pre-OSS Services; (b) any Spectrotel Usage Information (as defined in Section 2.8 below); and (c) any Spectrotel Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, Spectrotel.

2.5 CenturyLink Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyLink OSS Service and that CenturyLink offers to provide to Spectrotel prior to, or in lieu of, CenturyLink's provision of the CenturyLink OSS Service to Spectrotel. The term "CenturyLink Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyLink Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

2.6 CenturyLink Retail Telecommunications Service: Any Telecommunications Service that CenturyLink provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyLink Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyLink.

2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.

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2.8 Spectrotel Usage Information: The usage information for a CenturyLink Retail Telecommunications Service purchased by Spectrotel under this Agreement that CenturyLink would record if CenturyLink was furnishing such CenturyLink Retail Telecommunications Service to a CenturyLink retail End User Customer.

2.9 Spectrotel Billing Information: The billing information for a CenturyLink Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)) purchased by Spectrotel under this Agreement that CenturyLink would provide if CenturyLink was furnishing such services or facilities to a CenturyLink customer.

3.0 SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyLink shall meet any service standard imposed by the FCC or by the Commission for any local services provided by CenturyLink to Spectrotel for resale or use in the provision of Telecommunications Services.

4.0 FUTURE ENHANCEMENTS TO CENTURYLINK OSS FACILITIES

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

5.0 NOTICES

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

6.0 CENTURYLINK OSS SERVICES

6.1 Upon request by Spectrotel, CenturyLink shall provide to Spectrotel, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyLink Pre-OSS Services, or at CenturyLink's option, access to CenturyLink OSS Services. CenturyLink shall not be required to provide Spectrotel access to CenturyLink OSS Services if such are not available and CenturyLink provides Spectrotel access to applicable CenturyLink Pre-OSS Services.

6.2 Subject to the requirements of Applicable Law, CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services that will be offered by CenturyLink, shall be as determined by CenturyLink. Subject to the requirements of Applicable Law, CenturyLink shall have the right to change CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services, from time-to-time, without the consent of Spectrotel.

6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by CenturyLink Standard Practices. The standard service order charges set forth pursuant to this agreement shall apply to al orders placed via OSS or pre-OSS services.

7.0 ACCESS TO AND USE OF CENTURYLINK OSS FACILITIES

7.1 CenturyLink OSS Facilities may be accessed and used by Spectrotel only for Spectrotel's access to and use of CenturyLink Pre-OSS Services or CenturyLink OSS Services pursuant to and in accordance with this Agreement.

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7.2 CenturyLink OSS Facilities may be accessed and used by Spectrotel only to provide Telecommunications Services to Spectrotel End User Customers in the State.

7.3 Spectrotel shall restrict access to and use of CenturyLink OSS Facilities to Spectrotel. Spectrotel shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except Spectrotel's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyLink OSS Facilities.

7.4 Spectrotel shall not (a) alter, modify or damage the CenturyLink OSS Facilities (including, but not limited to, CenturyLink software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyLink OSS Facilities; (c) use CenturyLink OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyLink OSS Facilities by any unauthorized person; or (e) obtain access through CenturyLink OSS Facilities to CenturyLink databases, facilities, equipment, software, or systems, which are not authorized for Spectrotel's use under this Section 7.0.

7.5 Spectrotel shall comply with all practices and procedures established by CenturyLink for access to and use of CenturyLink OSS Facilities (including, but not limited to, CenturyLink practices and procedures with regard to security and use of access and user identification codes).

7.6 All practices and procedures for access to and use of CenturyLink OSS Facilities, and all access and user identification codes for CenturyLink OSS Facilities: (a) shall remain the property of CenturyLink; (b) shall be used by Spectrotel only in connection with Spectrotel's use of CenturyLink OSS Facilities permitted by this Section 7.0; (c) shall be treated by Spectrotel as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by Spectrotel to CenturyLink upon the earlier of a request by CenturyLink or the expiration or termination of the Agreement.

7.7 Spectrotel's employees, agents and contractors may access and use CenturyLink OSS Facilities only to the extent necessary for Spectrotel's access to and use of the CenturyLink OSS Facilities permitted by this Agreement. Any access to or use of CenturyLink OSS Facilities by Spectrotel's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. Spectrotel shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Facilities.

7.8 CenturyLink will provide Spectrotel with access to the CenturyLink Pre-OSS Services and CenturyLink OSS Facilities during the same hours of operation that apply to CenturyLink's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyLink shall provide support during Retail Operations Hours sufficient to provide Spectrotel with service at the same level provided to CenturyLink's own retail operations.

8.0 CENTURYLINK OSS INFORMATION

8.1 Subject to the provisions of this Agreement and Applicable Law, Spectrotel shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for Spectrotel's internal use for the provision of Telecommunications Services to Spectrotel End User Customers in the State.

8.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, Spectrotel shall acquire no rights in or to any

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CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.

8.2.1 Spectrotel shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 14.0, Article III of the Agreement.

8.2.2 Spectrotel shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except Spectrotel's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 8.2.3 below.

8.2.3 Spectrotel's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for Spectrotel's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by Spectrotel's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. Spectrotel shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.

8.2.4 Spectrotel's right to use CenturyLink OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.

8.2.5 All CenturyLink OSS Information received by Spectrotel shall be destroyed or returned by Spectrotel to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.

8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), Spectrotel's access to CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

8.3.1 CenturyLink shall have the right (but not the obligation) to audit Spectrotel to ascertain whether Spectrotel is complying with the requirements of Applicable Law and this Agreement with regard to Spectrotel's access to, and use and disclosure of, CenturyLink OSS Information.

8.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor Spectrotel's access to and use of CenturyLink OSS Information which is made available by CenturyLink to Spectrotel pursuant to this Agreement, to ascertain whether Spectrotel is complying with the requirements of Applicable Law and this Agreement, with regard to Spectrotel's access to, and use and disclosure of, such CenturyLink OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Spectrotel's access to and use of CenturyLink OSS Information which is made available by CenturyLink to Spectrotel through CenturyLink OSS Facilities.

8.3.4 Information obtained by CenturyLink pursuant to this Section 8.0 shall be treated by CenturyLink as Confidential Information of Spectrotel pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyLink shall have the right (but not the obligation) to use and disclose information obtained by CenturyLink

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pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

8.4.1 Spectrotel will not access CenturyLink's pre-order functions to view CPNI of another carrier's customer unless Spectrotel has obtained an authorization for release of CPNI from the customer. Spectrotel will not be required to provide CenturyLink with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law.

8.4.2 Spectrotel must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.

8.4.3 Spectrotel is solely responsible for determining whether proper authorization has been obtained. Spectrotel shall indemnify, defend, and hold CenturyLink and other applicable indemnified persons harmless pursuant to Article III, Section 30 from any Claim arising out of or relating to Spectrotel's failure to obtain proper CPNI consent from a customer.

8.4.4 Spectrotel understand that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for Spectrotel to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement. Spectrotel agrees to provide proof of customer permission retained pursuant to Section 8.4.2 if a CenturyLink audit pursuant to Section 8.3 shows evidence of possible violation of Section 8.4.1 and Applicable Law.

8.5 Data Validation Files.

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

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 Spectrotel may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyLink will provide Spectrotel with documentation that set forth the methods and procedures Spectrotel must use in order to utilize the CenturyLink Pre-OSS Services or CenturyLink OSS Facilities, including the existing CenturyLink Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyLink. Spectrotel agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink Pre-OSS Services of CenturyLink OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

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9.0 Spectrotel USAGE INFORMATION

9.1 Spectrotel Usage Information will be available to Spectrotel through the following:

9.1.1 Daily Usage File

9.1.2 Spectrotel Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyLink.

9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Spectrotel Usage Information will be provided to Spectrotel shall be determined by CenturyLink.

10.0 Spectrotel BILLING INFORMATION

10.1 Spectrotel Billing Information may be available to Spectrotel through the following means:

10.1.1 Monthly Web GUI Online through MyAccount;

10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or

10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

10.2 To the extent that Spectrotel Billing Information is not available by one of the means set forth in Section 10.1, CenturyLink may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

11.1 If Spectrotel or an employee, agent or contractor of Spectrotel at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to Spectrotel, to suspend or terminate the right to use CenturyLink OSS Information granted by Section 8.1 above and/or the provision of CenturyLink OSS Services, in whole or in part.

11.2 Spectrotel agrees that CenturyLink would be irreparably injured by a breach of this Article by Spectrotel or the employees, agents or contractors of Spectrotel, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

11.3 Any breach of any provision of this Article by any employee, agent, or contractor of Spectrotel shall be deemed a breach by Spectrotel.

12.0 RELATION TO APPLICABLE LAW

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

13.0 COOPERATION

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

13.1 Intentionally Left Blank

13.2 Spectrotel shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services or CenturyLink Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services or CenturyLink Pre-OSS Services.

13.3 Upon CenturyLink's request, Spectrotel shall participate in reasonable cooperative testing of CenturyLink OSS Services or CenturyLink Pre-OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services or CenturyLink Pre-OSS Services.

14.0 CENTURYLINK ACCESS TO INFORMATION RELATED TO Spectrotel CUSTOMERS

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

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

15.0 CENTURYLINK PRE-OSS SERVICES

15.1 Subject to the requirements of Applicable Law, the CenturyLink Pre-OSS Services that will be offered by CenturyLink shall be as determined by CenturyLink, and CenturyLink shall have the right to change CenturyLink Pre-OSS Services, from time-to-time, without the consent of Spectrotel.

15.1.1 Spectrotel shall use the CenturyLink Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders or other system as may be or become available.

15.1.2 Spectrotel shall place Access Service Requests ("ASRs") via electronic means through CenturyLink provided ASR ordering systems.

15.1.3 Spectrotel shall use a CenturyLink-provided 1-800 number for all trouble ticket and maintenance issues.

15.2 This Section 15.2 shall apply except where Article III, Section 27, applies. CenturyLink is entitled to recover the costs of providing access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities, or other means. CenturyLink shall recover its costs of creating, implementing, or maintaining access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities or other means from Spectrotel and other users of such services or facilities in a competitively neutral manner. CenturyLink's prices for

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CenturyLink Pre-OSS Services or other access to CenturyLink Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, CenturyLink OSS Facilities, or other means shall be as determined by the Commission upon CenturyLink's submission in accordance with Applicable Law.

15.3 Any obligation imposed on Spectrotel hereunder with respect to CenturyLink OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyLink Pre-OSS Services.

15.4 Spectrotel acknowledges that the CenturyLink OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date.

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ARTICLE VII

DIRECTORY SERVICES

1. SCOPE

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

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

2. SPECTROTEL OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of SPECTROTEL, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein:

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

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

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

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

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

f. SPECTROTEL will pay charges as set forth in the Pricing Article for Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher.. Where SPECTROTEL requests services or work that is outside the scope of that set forth in this Article, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from SPECTROTEL to undertake such work on SPECTROTEL's behalf.

g. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. SPECTROTEL shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) business days prior to the BOC ("cut-off date"). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more that 10 percent of Spectrotel's listings, Spectrotel will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior to BOC. SPECTROTEL expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event SPECTROTEL fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and SPECTROTEL shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to SPECTROTEL with the time frames required herein and that such Galley Proofs have not been modified after SPECTROTEL's review. SPECTROTEL may request additional Galley Proofs with at least one (1) week's advance notice to CenturyLink and at charges as provided in Exhibit B.

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

3. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

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

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

b. Where SPECTROTEL submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that SPECTROTEL Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by SPECTROTEL. In the event that CenturyLink incorrectly publishes the Listing Information of a SPECTROTEL subscriber(s), through no fault of SPECTROTEL, CenturyLink shall promptly, but in any event within ten (10) days of notice from SPECTROTEL, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with SPECTROTEL to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3.b, either Party may invoke the Dispute Resolution terms of this Agreement.

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

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

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

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f. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to SPECTROTEL or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by SPECTROTEL. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new SPECTROTEL Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to SPECTROTEL's Subscribers an 800 number to use for any Secondary Distribution requirements.

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

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

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

4. DIRECTORY ADVERTISING

SPECTROTEL acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and SPECTROTEL expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

5. COOPERATION

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

6. SALES AND PUBLISHING PROCEDURES

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All SPECTROTEL listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of

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CenturyLink's Directories. CenturyLink shall periodically supply SPECTROTEL with updates concerning publishing schedules and related matters.

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

7. SUBMISSION OF LISTINGS FOR PUBLICATION

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

a. LSR/DSR Option for submitting Directory Listings

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

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

b. Annual File

1. SPECTROTEL may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file by SPECTROTEL pursuant to the terms of this Article and interfile SPECTROTEL Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.

2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.
3. It is SPECTROTEL's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by SPECTROTEL) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date

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

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

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

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8. DESCRIPTION OF SERVICES

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

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

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

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

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

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

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ARTICLE VIII: PRICING

KEY CODES		CENTURYLINK: T-070 CT of WISCONSIN, LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**
	I0014	2-Wire Loop Cooperative Testing		**$49.73**
	I0015	4-Wire Loop Cooperative Testing		**$61.09**

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KEY CODES		CENTURYLINK: T-072 CT of Southern WISCONSIN, LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: WISCONSIN, LLC T-073 CT of Fairwater/Brandon/Alto		July 2, 2012
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-096 CT Tel USA WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-098 CTL GTE-WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-105 CT of Forestville, WISCONSIN, LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-106 CT of Larsen-Readfield, LLCWISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-108 CT of Monroe County, WISCONSIN, LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-109 CT of Northwest WISCONSIN,LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-111 CT of Northern WISCONSIN, LLC		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-156 CenturyTel of Midwest - Wisconsin, LLC (Northwest) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-157 CT of Midwest -Cencom WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-158 CT of Midwest (Platteville) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-159 CT of Midwest (Thorp) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	l0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	l0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	l0008	Service Order Requests for LSR - Simple		**$9.24**
	l0009	Service Order Requests for LSR - Complex		**$41.25**
	l0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-160 CT of Midwest (Casco) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-161 CT of Midwest (Wayside) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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KEY CODES		CENTURYLINK: T-162 CT of Midwest (Kendall) WISCONSIN		
MRC	NRC			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$267.48**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.22**
		Customer Record Search - Electronic		**$3.66**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount	**15.68%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000569**	
		Data Transmission, per message	**$0.00000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.36**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$23.60**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.24**
	I0009	Service Order Requests for LSR - Complex		**$41.25**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.64**

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DIRECTORY SERVICES FEE SCHEDULE:

Item	Description	Fee
Preliminary Pages	Listing of SPECTROTEL and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge
Additional Listing		Applicable tariff

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

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

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

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

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SIGNATURE PAGE

SPECTROTEL, INC.

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

DocuSigned by:
Ross Artale
38AC102000094F0...

By: _____

Name: Ross Artale

Title: Chief Operating Officer

Date: 8/17/2012

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

By: _____

Name: L. T. Christensen

Title: . Director – Wholesale Contracts

Date; 8/17/2012