

numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

#### 71.6. Service Order Process Requirements

##### 71.6.1. Service Migrations and New Subscriber Additions

- 71.6.1.1. For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, Embarq shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- 71.6.1.2. For services provided through UNEs, Embarq shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Embarq. In addition, Embarq and CLEC will work cooperatively to minimize service interruptions during the conversion.
- 71.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 71.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- 71.6.1.5. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Embarq holidays shall be performed at CLEC's expense.
- 71.6.1.6. A general Letter of Agency (LOA) initiated by CLEC or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Embarq. CLEC and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation

and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

71.6.2. Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq subscribers for all service disconnects, suspensions, or transfers.

71.6.3. Due Date

71.6.3.1. Embarq shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

71.6.3.2. Embarq shall use reasonable efforts to complete orders by the CLEC requested DDD within agreed upon intervals.

71.6.4. Subscriber Premises Inspections and Installations

71.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

71.6.4.2. Embarq shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Embarq's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

71.6.5. Firm Order Confirmation (FOC)

71.6.5.1. Embarq shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

71.6.5.2. For a revised FOC, Embarq shall provide standard detail as defined by the OBF standards.

71.6.5.3. Embarq shall provide to CLEC the date that service is scheduled to be installed.

#### 71.6.6. Order Rejections

71.6.6.1. Embarq shall reject and return to CLEC any order that Embarq cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Embarq shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq shall reject any orders on account of the customer Desired Due Date conflicts with published Embarq order provisioning interval requirements.

#### 71.6.7. Service Order Changes

71.6.7.1. In no event will Embarq change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Embarq shall then provide CLEC an estimate of additional labor hours and/or materials.

71.6.7.2. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.

71.6.7.3. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Embarq on behalf of CLEC, Embarq, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

71.7. Network Testing. Embarq shall perform all its standard pre-service testing prior to the completion of the service order.

71.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

71.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Embarq shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

71.10. Specific Unbundling Requirements. CLEC may order and Embarq shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.

71.11. Systems Interfaces and Information Exchanges

71.11.1. General Requirements

71.11.1.1. Embarq shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.

71.11.1.2. Until the Electronic Interface is available, Embarq agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Embarq.

71.11.1.3. If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.

71.11.1.4. It is the responsibility of CLEC to provide Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.

71.11.2. For any Embarq subscriber, Embarq shall provide, subject to applicable rules, orders, and decisions, CLEC with access to a subscriber's CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI. In satisfaction of the blanket representation requirement, CLEC hereby represents that it will not request access to a subscriber's CPNI without first being authorized by the subscriber to obtain such CPNI.

71.11.2.1. The Parties agree not to view, copy, or otherwise obtain access to the CPNI of any of the other Party's customers without that customer's permission. The Parties will obtain access to CPNI only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided by obtaining documented verbal or written approval (Letter of Authorization (LOA)) from the customer to view the CPNI. If either Party is suspicious of the other Party's access of CPNI, the suspicious Party may request that the accessing Party provide, within seven (7) calendar days, appropriate documentation establishing or evidencing that the accessing

Party had the customer's approval to view the CPNI (e.g., screenshot, LOA). If the suspicious Party does not believe the documentation is adequate, or if the accessing Party is unable to provide documentation within seven (7) calendar days, the suspicious Party may give the accessing Party written notice of an allegation that the accessing Party has accessed the CPNI in violation of this Section. If the accessing Party disputes the allegation within ten (10) calendar days of receiving such written notice, the Parties shall proceed according to the Dispute Resolution section of this Agreement. During the pendency of such dispute resolution, the Party making the allegation shall not take any action to suspend, disconnect, or terminate the accessing Party's ability to access additional CPNI. If the accessing Party does not dispute the allegation within ten (10) calendar days of receiving the written notice, the alleging Party may discontinue the accessing Party's access to further CPNI, refuse additional applications for service from the accessing Party, decline to complete any pending service orders for the accessing Party, and/or otherwise deny the accessing Party's access to the alleging Party's pre-ordering and ordering systems. If however, the accessing Party disputes the allegation after such discontinuance, the discontinuance shall be removed and further access to CPNI shall be restored pending the resolution of the dispute pursuant to the Dispute Resolution section of this Agreement. All such information obtained through the process set forth in this Section shall be deemed confidential and proprietary information covered by the Confidentiality and Publicity section in this Agreement.

- 71.11.2.2. The Parties will notify each other of any customer inquiries of unauthorized service changes, and upon request, provide to the other Party documented proof of the customer's authorization for change in service. If a Party is unable to provide proof of authorization, the other Party may assess any applicable unauthorized change charges approved by the Commission. No charges will be assessed if a Party provides proof that the change was authorized.
- 71.11.2.3. If a Party (the Complaining Party) determines that the other Party (the Changing Party) has submitted an unauthorized change in local service, the Parties will reestablish service for the customer with the appropriate local service provider at the expense of the Changing Party.
- 71.11.2.4. Parties shall not use the other Party's customer records for its own marketing purposes, nor make such records available to

third parties except in compliance with Applicable Law. MCI shall provide to Embarq access to customer record information, including circuit numbers associated with each telephone number where applicable. MCI shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, MCI shall provide to Embarq paper copies of customer record information, including circuit numbers associated with each telephone number where applicable within two (2) business days.

71.12. CLEC may use Embarq's ordering process (IRES) to:

71.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

71.12.1.1. to schedule dispatch and installation appointments at Parity.

71.12.1.2. to access Embarq subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.

71.12.1.3. to access Embarq information systems which will allow CLEC to provide service availability dates at Parity.

71.12.1.4. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

71.13. Standards

71.13.1. General Requirements. CLEC and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

## **72. BILLING**

72.1. Embarq shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq will notify CLEC of any deviations to the standards.

72.2. The Parties shall bill for each service supplied pursuant to this Agreement at the rates set forth in this Agreement.

- 72.3. Embarq shall provide to CLEC a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Embarq's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 72.4. Embarq shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 72.5. Subject to the terms of this Agreement, the billed Party shall pay the billing Party within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 72.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 72.7. The billing Party will assess late payment charges to the billed Party in accordance with Part B, Section 7.4 of this Agreement.
- 72.8. The billing Party shall credit the billed Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by the billing Party. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 72.9. Where Parties have established interconnection, the Parties agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Embarq will provide CLEC the appropriate records to bill exchange access charges ("Message Provisioning") to the IXC. Embarq will capture EMI records for calls that Embarq tandems from an IXC to CLEC and send them to CLEC, as appropriate, in a daily or other agreed upon interval, via an agreed upon medium (e.g.: Connect Direct or CD Rom). CLEC will provide Embarq the appropriate records to bill exchange access charges to the IXC when CLEC tandems calls from an IXC to Embarq. CLEC will capture EMI records for calls that CLEC tandems from an IXC to Embarq and send them to Embarq as appropriate, in a daily or other agreed upon interval, via an agreed upon medium (e.g.: Connect Direct or CD Rom).
- 72.9.1. Embarq will bill CLEC for Message Provisioning and, if applicable, data tape charges related to exchange access records. Embarq will bill CLEC for the records at the rates on Table One. If CLEC requests additional

copies of the monthly invoice, Embarq may also bill CLEC for the additional copies.

- 72.10. Revenue Protection. Embarq shall make available to CLEC, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

### **73. PROVISION OF USAGE DATA**

- 73.1. This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for CLEC the messages that Embarq records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.
- 73.2. General Procedures
- 73.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.
- 73.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.
- 73.2.3. Embarq shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Embarq records those same



services for Embarq end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

- 73.2.3.1. Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.
- 73.2.3.2. Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 73.2.7
- 73.2.3.3. Calls to Directory Assistance where Embarq provides such service to a CLEC end user.
- 73.2.3.4. Calls completed via Embarq-provided Operator Services where Embarq provides such service to CLEC's local service end user and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.
- 73.2.3.5. Access records related to long distance calling.
- 73.2.3.6. For Embarq-provided Centrex Service, station level detail.
- 73.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Embarq shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Embarq may provide the data back-up at CLEC's expense.
- 73.2.5. Embarq shall provide to CLEC Recorded Usage Data for CLEC end users. Embarq shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 73.2.6. Embarq shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and CLEC.
- 73.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the CLEC or the CLEC's end user.
- 73.2.8. Embarq shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 73.2.9. Embarq shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.2.10. Embarq shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

73.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

73.2.12. Embarq shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

### 73.3. Charges

73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

73.3.2. Embarq will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).

73.3.3. Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by CLEC as follows:

73.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;

73.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Embarq for providing such call detail;

73.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

73.3.3.4. Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when CLEC places the order for service;

73.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

73.3.3.6. Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records.

Embarq shall also bill CLEC for additional copies of the monthly invoice.

- 73.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

#### 73.4. Central Clearinghouse and Settlement

- 73.4.1. Central clearinghouse and settlement of, Calling Card and Third Number Settlement System (CATS), Non-Intercompany Settlement System (NICS) services and settlement of local toll and IntraLata calling card, bill-to-third party, and collect calls together herein Alternately Billed Traffic ("ABT") will be outside of this Interconnection Agreement and may be addressed in separately negotiated settlement agreements.

#### 73.5. Lost Data

- 73.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to CLEC. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and CLEC. This estimate shall be used to adjust amounts CLEC owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.
- 73.5.2. Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 73.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 73.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts

for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Embarq to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother's day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

#### 73.6. Testing, Changes and Controls

- 73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Embarq.
- 73.6.2. Control procedures for all usage transferred between Embarq and CLEC shall be available for periodic review. This review may be included as part of an Audit of Embarq by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Embarq.
- 73.6.3. Embarq Software Changes
  - 73.6.3.1. When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Embarq personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.
  - 73.6.3.2. Embarq shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

73.6.3.3. CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

73.6.3.4. If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to CLEC, Embarq shall notify CLEC.

73.6.4. CLEC Requested Changes:

73.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.

73.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Embarq shall arrange for testing of the modified data.

73.7. Information Exchange and Interfaces

73.7.1. Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's subscribers on a per usage basis.

73.7.2. Rejected Recorded Usage Data

73.7.2.1. Upon agreement between CLEC and Embarq, messages that cannot be rated and/or billed by CLEC may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.

73.7.2.2. Embarq may correct and resubmit to CLEC any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

**74. GENERAL NETWORK REQUIREMENTS**

74.1. Embarq shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Embarq is able to test, in accordance with the terms and conditions of this Agreement.

74.2. During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide CLEC with maintenance support at Parity.

- 74.3. Embarq shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 74.4. Embarq shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 74.5. Embarq shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 74.6. All Embarq employees or contractors who perform repair service for CLEC end users shall follow Embarq standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:
- 74.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and
- 74.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Embarq end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or an Embarq end user.
- 74.7. Embarq shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 74.8. Embarq shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Embarq may potentially impact CLEC end users.
- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from CLEC end users requesting repair, Embarq shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Embarq by CLEC. Once the Electronic Interface is established between Embarq and CLEC, Embarq agrees that CLEC may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.

- 74.11. Upon establishment of an Electronic Interface, Embarq shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. Embarq shall perform all testing for resold Telecommunications Services.
- 74.13. Embarq shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Embarq shall provide CLEC with the disposition of the trouble.
- 74.14. If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

## **75. MISCELLANEOUS SERVICES AND FUNCTIONS**

### **75.1. General**

75.1.1. To the extent that Embarq does not provide the services described in this Section 75 to itself, CLEC must contract directly with the service provider for such services. The Directory Listing services described in this Section 75 are available and only apply (i) when Embarq is providing the service to itself, (ii) in locations where Embarq is providing such service to Embarq's end-user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the Directory Listings services to itself, or the service is not available to Embarq's end-user subscribers in such locations, CLEC must contract directly with the service provider for such services or execute a separate commercial agreement with Embarq.

### **75.1.2. Basic 911 and E911 General Requirements**

75.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

75.1.2.2. Basic 911 and E911 functions provided to CLEC for unbundled local switching and resale shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

75.1.2.2.1. In a resale situation, where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with CLEC data in an interval at Parity with that experienced by Embarq end users.

- 75.1.2.2.2. Embarq shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 75.1.2.3. In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), CLEC shall participate in the provision of the 911 System as follows:
  - 75.1.2.3.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
  - 75.1.2.3.2. Host Embarq shall be responsible for maintaining the E-911 database. Embarq shall be responsible for maintaining the E-911 routing database.
- 75.1.2.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.
- 75.1.3. The following are Basic 911 and E911 Database Requirements
  - 75.1.3.1. The ALI database shall be managed by Embarq, but is the property of Embarq and CLEC for those records provided by CLEC.
  - 75.1.3.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
  - 75.1.3.3. CLEC shall be solely responsible for providing CLEC database records to Embarq for inclusion in Embarq's ALI database on a timely basis.
  - 75.1.3.4. Embarq and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Embarq shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it



against the SIG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.

- 75.1.3.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Embarq.
- 75.1.3.6. CLEC shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) business days of receiving the data from CLEC. If Embarq detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Embarq. CLEC shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 75.1.3.7. Embarq agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

## 75.2. Directory Listings Service Requests

- 75.2.1. These requirements pertain to Embarq's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.
- 75.2.2. When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format and order process by which CLEC can place an order with a single point of contact within Embarq.
- 75.2.3. Embarq will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

- 75.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- 75.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
- 75.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
- 75.2.3.4. To ensure accurate order processing, Embarq or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
  - 75.2.3.5. A matrix of NXX to central office;
  - 75.2.3.6. Geographical maps if available of Embarq service area;
  - 75.2.3.7. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
  - 75.2.3.8. Listing format rules;
  - 75.2.3.9. Standard abbreviations acceptable for use in listings and addresses;
  - 75.2.3.10. Titles and designations; and
  - 75.2.3.11. A list of all available directories and their Business Office close dates
- 75.2.4. Based on changes submitted by CLEC, Embarq shall update and maintain directory listings data for CLEC subscribers who:
  - 75.2.4.1. Disconnect Service;
  - 75.2.4.2. Change CLEC;
  - 75.2.4.3. Install Service;
  - 75.2.4.4. Change any service which affects DA information;
  - 75.2.4.5. Specify Non-Solicitation; and
  - 75.2.4.6. Are Non-Published, Non-Listed, or Listed.

- 75.2.5. The charge for maintenance and storage of CLEC subscriber information in the DL systems is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such maintenance and storage services at the rate reflected on Table One.
- 75.2.6. CLEC shall not charge for storage of Embarq subscriber information in the DL systems.
- 75.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Embarq shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Embarq.
- 75.3.1. This Section 75.3 pertains to listings requirements published in the traditional white pages.
- 75.3.2. Embarq shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Embarq territories where CLEC is providing local telephone exchange services and has submitted a DSR.
- 75.3.3. The service order charge paid by CLECs when purchasing UNE Loops or resold services covers the cost of establishing a Directory Listing for their end user customers. CLECs that are not purchasing UNE Loops or resold services may submit a Directory Listing Request for their end users via Embarq's electronic service order system and pay the associated service order charge for each listing at the rate reflected on Table One. A Directory Listing Request included in a service order for another service, such as a porting request, will result in a single service order charge for the entire service order.
- 75.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide CLEC with the appropriate format for provision of CLEC customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 75.3.5. Embarq agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission

of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

- 75.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 75.3.7. In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 75.3.8. Embarq, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Embarq's service territory at no additional charge to CLEC. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other CLEC customers.
- 75.3.9. Embarq agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 75.3.10. Embarq will accord CLEC customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both

Embarq and CLEC will not be deemed a violation of this confidentiality provision.

75.3.11. Embarq will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Embarq refrain from doing so. Embarq and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Embarq in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Embarq's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this Section 75.3.11.

75.4. Other Directory Services. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 75.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Embarq's directory publisher.

75.4.1. Embarq's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

75.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

75.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

75.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 75.3.9 may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

75.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

75.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Embarq shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

75.6. Systems Interfaces and Exchanges

75.6.1. Directory Assistance Data Information Exchanges and Interfaces

75.6.1.1. Subscriber List Information

75.6.1.2. Embarq shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

75.6.1.3. CLEC shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

75.7. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.

NON-PUBLISHED A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

## **PART K – REPORTING STANDARDS**

### **76. GENERAL**

76.1. Embarq shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Embarq's performance under this agreement shall be provided to CLEC at parity with the performance Embarq provides itself for like service(s).

## **PART L – COLLOCATION**

### **77 SCOPE OF COLLOCATION TERMS**

- 77.1 Embarq will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 77.2 Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Embarq files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 77.3 This Agreement states the general terms and conditions upon which Embarq will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Embarq or others in accordance with this Agreement.

### **78 TERMINATION OF COLLOCATION SPACE**

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



shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Embarq will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

- 78.4 Should Embarq under any section of this Agreement remove any of CLEC's equipment from its collocation space, Embarq will deliver to CLEC any equipment removed by Embarq only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 78.5 CLEC shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 78.6 If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user customers. In such cases, Embarq will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 78.7 If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

## **79 COLLOCATION OPTIONS**

- 79.1 Embarq will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

79.2 Embarq will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Embarq will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, Embarq will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

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

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

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

79.3.2 Embarq will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with Embarq utilize a

shared collocation cage, Embarq will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

- 79.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4 Embarq will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.
- 79.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Embarq point of interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 79.4.2 Embarq maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 79.4.3 Embarq will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Embarq's.
- 79.4.4 Subject to CLEC being on the waiting list, in the event that space in a Embarq Premises becomes available, Embarq will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Embarq Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within

the Embarq Premises.

- 79.5 To the extent possible, Embarq will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6 Embarq will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).
  - 79.6.1 CLEC may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
  - 79.6.2 Virtually collocated equipment shall be purchased by CLEC. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
  - 79.6.3 Embarq will install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:
    - 79.6.3.1 services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;
    - 79.6.3.2 service of attached, related, collateral or ancillary equipment or software not covered by this Section;
    - 79.6.3.3 repairing damage caused to CLEC's collocated equipment by persons other than Embarq, or its authorized contractors, or
    - 79.6.3.4 repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Embarq.
  - 79.6.4 CLEC warrants that Embarq shall have quiet enjoyment of the equipment. Embarq will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Embarq and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Embarq. CLEC shall execute, upon presentation, such documents and instruments as

may be required to allow Embarq manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

79.6.4.1 In the event Embarq's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Embarq may give written notice to CLEC and all of Embarq's obligations relating to the affected equipment shall terminate immediately.

79.6.5 Embarq's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table Two or as filed in a tariff and approved by the Commission.

## **80 DEMARCATION POINT**

80.1 Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, Embarq will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.

80.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.

80.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Embarq will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, Embarq must still provide and install the required DC power panel.

## **81 APPLICATION PROCESS**

81.1 Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, Embarq will provide a then current collocation application form (the "Application") to CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square

footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

- 81.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.
- 81.1.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 81.1.3 Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
- 81.1.4 If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Embarq (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2 If CLEC wishes Embarq to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for CLEC the type of collocation to be ordered.
- 81.3 Within ten (10) Days after receiving CLEC's Application for collocation, Embarq

will inform CLEC whether the Application meets each of Embarq's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs CLEC that there is a deficiency in an Application, Embarq will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

- 81.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 81.5 Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
  - 81.5.1 Embarq will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
  - 81.5.2 In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6 After notifying the CLEC that Embarq has no available space in the requested Central Office ("Denial of Application"), Embarq will allow the CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.
  - 81.6.1 If CLEC contests Embarq's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
  - 81.6.2 On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
  - 81.6.3 Embarq will simultaneously notify the telecommunications carriers on

the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied space at a Embarq Premises and challenges Embarq on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise CLEC as to its position on the list via email.

- 81.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, Embarq will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 81.6.5 Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7 Embarq will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, CLEC does not notify Embarq that physical collocation should proceed.
- 81.9 CLEC will indicate its intent to proceed with equipment installation in a Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If CLEC makes changes to its Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 81.10 Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

## **82 SPACE RESERVATION**

- 82.1 The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with



Section 81. Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

### **83 PROVISIONING INTERVALS**

- 83.1 Embarq will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Embarq will complete construction of Adjacent Collocation arrangements (as defined in 79.4) within one hundred-twenty (120) Days of receipt of a BFFO. If Embarq is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Embarq may petition the Commission for waiver.

### **84 CONSTRUCTION AND COMMENCEMENT OF BILLING**

- 84.1 Embarq shall permit CLEC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such CLEC subcontractor shall be subject to Embarq's security standards. Embarq reserves the right to reject any CLEC subcontractor upon the same criteria that Embarq would use on its own subcontractors. CLEC will notify Embarq in writing when construction of physical collocation space is complete.
- 84.2 Embarq shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Embarq when CLEC has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Embarq is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Embarq to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Embarq not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 84.3 To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Embarq as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq

commencing construction of the collocation space.

- 84.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Embarq must advise CLEC if extraordinary costs will be incurred.
- 84.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6 Embarq will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **85 EQUIPMENT**

- 85.1 CLEC may only locate equipment necessary for interconnection to Embarq and accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).
- 85.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 85.3 All equipment to be collocated must meet Level 1 safety requirements as set forth

in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of CLEC's equipment, citing safety standards, Embarq must provide to CLEC within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Embarq will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.

- 85.4 CLEC must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Embarq's network within one-hundred-eighty (180) Days of CLEC's acceptance of Embarq's price quote, or other time period mutually agreed to by the CLEC and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

## **86 AUGMENTS AND ADDITIONS**

- 86.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
- 86.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 86.3 CLEC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval

for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

## **87 USE OF COMMON AREAS**

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

## **88 CO-CARRIER CROSS CONNECTION**

- 88.1 Co-carrier cross-connects ("CCXCs") are connections between CLEC and

another collocated telecommunications carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled network elements. Embarq shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another telecommunications carrier.

88.1.1 Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. Embarq will provide connections between CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.

88.1.2 Embarq, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Embarq premises without application.

88.1.3 In those cases where CLEC's virtual and/or physical collocation space is adjacent in the central office, CLEC may have the option, at Embarq's sole discretion, of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

88.2 The term "Adjacent" in this Section 88.2 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

## **89 RATES**

89.1 The rates for collocation are listed on Table Two.

89.2 If CLEC is the first collocater in the Embarq premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

89.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation

Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.

#### 89.4 Facility Modifications

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

89.4.2 If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

89.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

89.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

89.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

### 90 EMBARQ SERVICES AND OBLIGATIONS

90.1 Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Embarq in its Application which CLEC hereby represents to Embarq is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Embarq or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System

(NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

- 90.1.1 If CLEC locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the Building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 90.2 If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.
  - 90.2.1 CLEC covenants and agrees that Embarq shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
  - 90.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.
  - 90.2.3 Central office power supplied by Embarq into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.
  - 90.2.4 Embarq shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of

service.

90.2.5 Embarq power equipment supporting CLEC's equipment shall:

90.2.5.1 Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Embarq equipment;

90.2.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Embarq equipment;

90.2.5.3 Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

90.2.5.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and

90.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.

90.2.6 Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7 Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8 Embarq will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Embarq facility. Embarq shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.

90.3 Subject to the provisions of Section 90.3.3 hereof, Embarq may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001



dealing with alternative fire suppression agents. Embarq shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

- 90.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
- 90.3.2 Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Embarq and Embarq's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in Embarq's sole discretion, such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Embarq for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Embarq.
- 90.3.3 CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Embarq, its officers, agents or employees.
- 90.4 Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Embarq's normal business practices.
  - 90.4.1 Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the

physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

- 90.4.2 Embarq shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. CLEC shall pay Embarq for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.
- 90.4.3 The cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.
- 90.5 Embarq shall provide CLEC with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is known to be a service affecting activity. Embarq will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.
- 90.6 Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.
  - 90.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Embarq liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Embarq for damages

for interruption or stoppage of service.

- 90.7 For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.
- 90.7.1 Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.
- 90.7.2 To require all persons entering or leaving the Premises during such hours as Embarq may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Embarq.
- 90.8 Embarq shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Embarq will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
- 90.8.1 To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Embarq's access rights, except in the event such

damages result solely from the gross negligence or willful misconduct of Embarq.

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

## **91 CLEC'S OBLIGATIONS**

- 91.1 CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 91.2 CLEC agrees to abide by all of Embarq's security practices for non-Embarq employees with access to the Building, including, without limitation:
  - 91.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Embarq for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.
  - 91.2.2 CLEC will supply to Embarq the completed access form for employees or approved vendors who require access to the Premises. Embarq may reasonably deny access to any person into the building. Embarq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarq. Embarq may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.
  - 91.2.3 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse Embarq actual costs due to unreturned or replacement cards, codes, or keys.
  - 91.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to Embarq and other parties authorized to access the Premise.

- 91.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.
- 91.2.6 CLEC will assist Embarq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 91.2.7 Removal of all furniture, equipment or similar articles will be based on local Embarq security practices. These security practices will not be more stringent for CLEC than Embarq requires for its own employees or Embarq's contractors.
- 91.2.8 Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.
- 91.2.9 CLEC agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Embarq Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 91.2.10 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. CLEC shall promptly update this information as changes occur.
- 91.3 CLEC will provide Embarq with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Embarq equipment located in CLEC facility. CLEC shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.
- 91.4 CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

- 91.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 91.6 CLEC shall provide Embarq with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known service affecting activity. CLEC will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.
- 91.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8 CLEC shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 91.8.1 If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Embarq and CLEC shall reimburse Embarq for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 91.9 CLEC shall identify and shall notify Embarq in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLEC will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 91.9.1 CLEC shall provide Embarq copies of all Material Safety Data Sheets

("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

- 91.9.2 If Embarq discovers that CLEC has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may, at Embarq's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Embarq and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.
- 91.9.3 CLEC shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.
- 91.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation,

modification or recession of this Agreement.

- 91.10 CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 91.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Embarq with equipment profile information prior to installation authorization.
- 91.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Embarq.
- 91.10.3 CLEC shall not use the name of the Building or Embarq for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.
- 91.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.
- 91.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than



waste customarily removed by employees of the Building.

- 91.10.6 CLEC shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 91.10.7 CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 91.10.8 CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 91.10.9 CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 91.11 CLEC, its employees, agents, contractors, and business invitees shall:
  - 91.11.1 comply with all rules and regulations which Embarq may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
  - 91.11.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 91.12 CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

- 91.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. CLEC shall permit Embarq to inspect all construction operations within the Collocation Space.
- 91.12.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
- 91.12.3 All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.
- 91.13 Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Embarq-approved fire barrier sealants, or by Embarq at CLEC's cost.

- 91.14 Equipment Grounding. CLEC equipment shall be connected to Embarq's grounding system.
- 91.15 Representations and Warranties. CLEC hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **92 BUILDING RIGHTS**

- 92.1 Embarq may, without notice to CLEC:
- 92.1.1 Change the name or street address of the Premises;
  - 92.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
  - 92.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
  - 92.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
  - 92.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
  - 92.1.6 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at CLEC's sole risk and responsibility;
  - 92.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

- 92.1.8 Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
- 92.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
- 92.1.10 Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed from time to time by Embarq subject to CLEC's right to access.
- 92.2 If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 92.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

### **93 INSURANCE**

- 93.1 During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:
  - 93.1.1 Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Embarq as additional insured;
  - 93.1.2 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Embarq as additional insured;
  - 93.1.3 Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than

\$500,000 per accident or disease; and

- 93.1.4 Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Embarq as additional insured; and
- 93.1.5 "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Embarq as loss payee. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Embarq has no liability for loss of profit or revenues should an interruption of service occur.
- 93.2 Nothing contained in this Section shall limit CLEC's liability to Embarq to the limits of insurance certified or carried.
- 93.3 All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Embarq for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Embarq may carry.
- 93.4 CLEC shall furnish to Embarq a certificate or certificates of insurance, satisfactory in form and content to Embarq, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Embarq.
- 93.5 Embarq will carry not less than the insurance coverages and limits required of CLEC.

## **94 INDEMNIFICATION**

- 94.1 CLEC shall indemnify and hold Embarq harmless from any and all claims arising from:
  - 94.1.1 CLEC's use of the Collocation Space;
  - 94.1.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
  - 94.1.3 any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and
  - 94.1.4 any negligence of the CLEC, or any of CLEC's agents, and fees,

expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

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

## **95 LIMITATION OF LIABILITY**

- 95.1 EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
- 95.2 EMBARQ WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF

WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EMBARQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

**96 PARTIAL DESTRUCTION**

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

**97 EMINENT DOMAIN**

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

cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

## **98 BANKRUPTCY**

98.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

## **99 ASBESTOS**

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

## **100 MISCELLANEOUS**

100.1 CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this



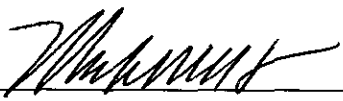
Agreement or the negotiation thereof.

- 100.2 Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and CLEC.
- 100.3 Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 100.4 In the event of work stoppages, Embarq may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 100.5 The individuals executing this Agreement on behalf of CLEC represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**EMBARQ**

**MCImetro Access Transmission Services LLC**

By:   
Name: Michael R. Hunsucker  
Title: Director, Contract Management  
Date: 9-2-08


By:   
Name: Peter H. Reynolds  
Title: Director  
Date: Aug 28, 2008

TABLE ONE

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY: MISSOURI		7/11/2007
MRC	NRC			
		<b>RESALE DISCOUNTS</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	13.85%	
		Op Assist / DA	41.44%	
		<b>USAGE FILE CHARGES</b>	<b>MRC</b>	<b>NRC</b>
		Message Provisioning, per message	\$0.000684	
		Data Transmission, per message	\$0.00000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>OTHER CHARGES</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>	<b>MRC</b>	<b>NRC</b>
I0005		Tag and Label on a reinstall loop or an existing loop or resale		\$8.85
		<b>TRIP CHARGE</b>	<b>MRC</b>	<b>NRC</b>
I0007		Trip Charge		\$18.40
		<b>RATE ELEMENT</b>		
		<b>SERVICE ORDER / INSTALLATION / REPAIR</b>	<b>MRC</b>	<b>NRC</b>
I0008		Manual Service Order NRC		\$16.33
I0009		Manual Service Order - Listing Only		\$16.33
I0010		Manual Service Order - Change Only		\$16.33
I0011		Electronic Service Order (IRES)		\$9.04
I0012		Electronic Service Order - Listing Only		\$9.04
I0013		Electronic Service Order - Change Only		\$9.04
I0014		2-Wire Loop Cooperative Testing		\$38.76
I0015		4-Wire Loop Cooperative Testing		\$47.61
I0016		Trouble Isolation Charge		\$54.98
		LNP Coordinated Conversion - Lines 1 -10		\$66.13
		LNP Coordinated Conversion - Each additional line		\$4.43
		LNP Conversion - 10 Digit Trigger		\$0.00
		-	-	-
		-	-	-
		-	-	-



I0064	Band 1	\$34.18	
I0065	Band 2	\$64.56	
I0066	Band 3	\$115.13	
I0071	First Line		\$82.68
I0072	Second Line and Each Additional Line (same time)		\$26.47
I0073	Disconnect		\$43.67
	<b>2-Wire ISDN-BRI Digital Loop</b>		
I0074	Band 1	\$58.33	
I0075	Band 2	\$110.21	
I0076	Band 3	\$196.11	
I0081	First Line		\$82.68
I0082	Second Line and Each Additional Line (same time)		\$26.47
I0083	Disconnect		\$43.67
	<b>4-Wire Digital Loop (no electronics)</b>		
	Band 1	\$67.55	
	Band 2	\$127.92	
	Band 3	\$229.19	
	First Line		\$100.24
	Second Line and Each Additional Line (same time)		\$44.02
	Disconnect		\$43.67
	<b>Digital 56k/64k Loop</b>		
I0094	Band 1	\$37.86	
I0095	Band 2	\$64.89	
I0096	Band 3	\$79.07	
I0101	First Line		\$186.93
I0102	Second Line and Each Additional Line (same time)		\$130.72
I0103	Disconnect		\$43.67
	<b>DS1 Service and ISDN PRI Loop</b>		
I0104	Band 1	\$127.97	
I0105	Band 2	\$266.23	
I0106	Band 3	\$250.25	
I0111	First Line		\$262.04
I0112	Second Line and Each Additional Line (same time)		\$205.83
I0113	Disconnect		\$43.67
	<b>DS3 Service</b>		
	Add DS3 to existing fiber system	\$2,056.28	\$96.27
	Disconnect		\$17.39
	<b>LOOP CONDITIONING</b>	<b>MRC</b>	<b>NRC</b>
	Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.81

		Conditioning Engineering Charge - per loop		\$77.30
		Conditioning Trip Charge - per loop		\$18.05
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
		Unload cable pair, per Underground location		\$183.35
		Unload Addtl cable pair, UG same time, same location and cable		\$1.12
		Unload cable pair, per Aerial Location - First Pair		\$75.83
		Unload Addtl cable pair, AE or BU, same time, location and cable		\$1.12
		Unload cable pair, per Buried Location - First Pair		\$107.67
		Bridged Tap or Repeater Removal - Any Loop Length		
		Remove Bridged Tap or Repeater, per Underground Location		\$183.66
		Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$1.42
		Remove Bridged Tap or Repeater, per Aerial Location - First Pair		\$76.14
		Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.42
		Remove Bridged Tap or Repeater, per Buried Location - First Pair		\$107.97
		SUB LOOPS (RATES INCLUDE NID CHARGE)		
			MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
I0114		Band 1	\$13.40	
I0115		Band 2	\$23.54	
I0116		Band 3	\$31.65	
	I0121	First Line		\$85.10
	I0122	Second Line and Each Additional Line (same time)		\$28.88
	I0123	Disconnect		\$46.43
		4 Wire Voice Grade and Digital Data Distribution		
I0124		Band 1	\$26.60	
I0125		Band 2	\$46.71	
I0126		Band 3	\$62.80	
	I0131	First Line		\$107.13
	I0132	Second Line and Each Additional Line (same time)		\$50.92
	I0133	Disconnect		\$46.43
		DEDICATED INTEROFFICE TRANSPORT		
			MRC	NRC
	DMO00	DS1	Refer to Dedicated Transport Tab	\$82.30
		DS1 Disconnect		\$17.39
	DMO01	DS3	Refer to Dedicated Transport Tab	\$82.30
		DS3 Disconnect		\$17.39

		<b>MULTIPLEXING</b>	<b>MRC</b>	<b>NRC</b>
		<b>Multiplexing elements are only relevant in conjunction with UNE transport.</b>		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	<b>\$171.41</b>	<b>\$82.30</b>
		DS1-DS0 Disconnect		<b>\$17.39</b>
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	<b>\$229.08</b>	<b>\$82.30</b>
		DS3-DS1 Disconnect		<b>\$17.39</b>
		<b>UNBUNDLED DARK FIBER TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
		<b>Dark Fiber Application &amp; Quote Preparation Charge</b>		<b>\$260.63</b>
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		<b>Transport</b>		
		Interoffice, per foot per fiber - Statewide Average	<b>\$0.00420</b>	
		<b>Additional Charges Applicable to Transport</b>		
		Fiber Patch Cord, per fiber	<b>\$0.7000</b>	
		Fiber Patch Panel, per fiber	<b>\$0.7400</b>	
		Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		<b>\$179.67</b>
		Dark Fiber End-to-End Testing, Initial Strand		<b>\$62.48</b>
		Dark Fiber End-to-End Testing, Subsequent Strand		<b>\$17.46</b>
		<b>EEL COMBINATIONS</b>	<b>MRC</b>	<b>NRC</b>
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable) and is the sum of those individual elements. Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		<b>RECIPROCAL COMPENSATION</b>	<b>MRC</b>	<b>NRC</b>
		Local Traffic - per MOU	<b>\$0.000400</b>	<b>N/A</b>
		ISP-bound Traffic termination - per MOU	<b>\$0.000400</b>	<b>N/A</b>
		<b>TRANSIT SERVICE</b>	<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	<b>\$0.005000</b>	<b>N/A</b>
		<b>DATABASE, available via tariff</b>	<b>MRC</b>	<b>NRC</b>
		-	-	-
		-	-	-
		-	-	-
		Line Information Database query (LIDB) - Per Interstate Tariff	<b>Per Tariff</b>	
		Line Information Database query transport (LIDB) - Per Interstate Tariff	<b>Per Tariff</b>	
		-	-	-
		-	-	-
		-	-	-

		<b>OPERATOR SERVICES / DIRECTORY ASSISTANCE SERVICES</b>	<b>MRC</b>	<b>NRC</b>
		Operator Services		Refer to Applicable Retail Tariff
		Directory Assistance Services		Refer to Applicable Retail Tariff
		<b>DIRECTORY SERVICES</b>	<b>MRC</b>	<b>NRC</b>
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		Directory Listing subscriber information maintenance and storage (if CLEC not buying UNE Loops or resold services)	\$0.40	
		<b>911 AND E911 TRANSPORT AND TERMINATION</b>	<b>MRC</b>	<b>NRC</b>
		911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$82.30
		Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$171.41	\$82.30
		DS0 911 Per Port (minimum of 2 DS0's required)	ICB	ICB
		<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
I0001		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)	\$18.00	
		<b>ROUTINE MODIFICATION OF FACILITIES</b>	<b>MRC</b>	<b>NRC</b>
		<b>Rearrangement of Cable</b>		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		<b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b>		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,182.57
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,433.91
		<b>Smart Jack</b>	Included in Loop MRC	Included in Loop NRC
		<b>Line Card Installation</b>	Included in Loop MRC	Included in Loop NRC

		<b>Multiplexing</b>	<b>Included in Loop MRC</b>	<b>Included in Loop NRC</b>
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		



LOOP BANDING		
Exchange Name	CLLI	Band
Clinton	CLTNMOXADS0	1
Ferrelview	FLVWMOXADS0	1
Ft. Leonard Wood	FTLWMOXADSA	1
Harrisonville	HNVLMOXARS0	1
Jefferson City	JFCYMOXADS0	1
Kearney	KRNYMOXADS1	1
Lebanon	LBNNMOXADS0	1
Lake Lotawana	LKLTMOXARS0	1
Lexington	LXTNMOXARS0	1
Maryville	MAVLMOXADS1	1
Oak Grove	OKGVMOXADS0	1
Pleasant Hill	PLHLMOXARS0	1
Rolla	ROLLMOXADS0	1
St. Robert	STRBMOXARS3	1
Tipton	TPTNMOXARS0	1
Warrensburg	WRBGMOXADS0	1
Waynesville	WYVLMOXARS7	1
Buckner	BCKNMOXARS0	2
California	CLFRMOXARS0	2
Holt Summit	HLSMMOXARS0	2
Odessa	ODSSMOXARS0	2
Platte City	PLCYMOXARS0	2
Taos	TAOSMOXARS0	2
Waverly	WVRLMOXA493	2
Appleton City	APCYMOXARS0	3
Blackburn	BLBNMOXARS0	3
Blairstown	BLTWMOXA498	3
Brazito	BRZTMOXARS0	3
Butler	BTLRMOXARS0	3
Chilhowee	CHLHMOXARS0	3
Clarksburg	CLBGMOXARS0	3
Cole Camp	CLCMMOXXDS0	3
Calhoun	CLHNMOXBRS0	3
Camden Pt.	CMPNMOXARS0	3
Centertown	CNTWMOXA584	3
Centerview	CNVWMOXA656	3
Coal	COALMOXA477	3
Craig	CRAGMOXARS0	3
Deepwater	DPWRMOXARS0	3
Dearborn	DRBRMOXA992	3
Edgerton	EGTNMOXA227	3
Eugene	EUGNMOXARS0	3
Fairfax	FRFXMOXARS0	3
Greenridge	GNRGMOXA527	3
Holden	HLDNMOXARS0	3
Henrietta	HNRTMOXA494	3
Holt	HOLTMOXA264	3
Houstonia	HOSTMOXA568	3
Hopkins	HPKNMOXA77A	3
Hardin	HRDNMOXA398	3
Ionia	IONIMOXAX285	3
King City	KGCYMOXA535	3
Kingsville	KGVLMOXAX597	3
Leeton	LETNMOXA653	3

Lincoln	LNCLMOXARS0	3
Lonejack	LNJCMOXARS0	3
Mound City	MDCYMOXARS0	3
Malta Bend	MLBNMOXA595	3
Missouri City	MSCYMOXA336	3
Montrose	MTRSMOXA693	3
New Bloomfield	NBFDMOXARS0	3
Norborne	NRBRMOXA594	3
Newburg	NWBGMOXARS0	3
Otterville	OEVLMOXA366	3
Orrick	ORCKMOXA496	3
Pickering	PCNGMOXA927	3
Richland	RCLDMOXARS0	3
Russellville	RLVLMOXARS2	3
Salem	SALMMOXADS0	3
Smithton	SHTNMOXA343	3
Strasburg	STBGMXXRS0	3
St. Thomas	STTMMOXARS0	3
Sweet Springs	SWSPMOXARS0	3
Syracuse	SYRCMOXA298	3
Tarkio	TARKMOXARS0	3
Urich	URCHMOXA638	3
Wellington	WGTMNOXA934	3
Windsor	WNDSMOXARS0	3
Warsaw	WRSWMOXADS0	3
Weston	WSTNMOXARS0	3

DEDICATED TRANSPORT RATE SUMMARY							MISSOURI	
Key Codes		Rate Band	Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3		Originating	Terminating	Originating	Terminating		
D0077	D1077	77	BCKNMOXARS0	WRBGMOXADS0	Buckner	Warrensburg	\$732.63	\$19,488.60
D0027	D1027	27	BRZTMOXARS0	CNTWMOXARS0	Brazito	Centertown	\$1,229.26	\$33,884.11
D0028	D1028	28	BRZTMOXARS0	EUGNMOXARS0	Brazito	Eugene	\$1,353.54	\$37,364.12
D0019	D1019	19	BRZTMOXARS0	JFCYMOXADS0	Brazito	Jefferson City	\$495.26	\$13,599.59
D0029	D1029	29	BRZTMOXARS0	NBFDMOXARS0	Brazito	New Bloomfield	\$1,541.49	\$42,626.93
D0030	D1030	30	BRZTMOXARS0	RLVLMOXARS2	Brazito	Russellville	\$1,209.35	\$33,326.78
D0031	D1031	31	BRZTMOXARS0	STTMMOXARS0	Brazito	St. Thomas	\$3,592.68	\$100,060.14
D0032	D1032	32	BRZTMOXARS0	TAOSMOXARS0	Brazito	Taos	\$1,116.29	\$30,721.11
D0041	D1041	41	CLCMMOXXRS0	IONIMOXARS0	Cole Camp	Ionia	\$917.93	\$22,373.58
D0078	D1078	78	CLCMMOXDS0	WRBGMOXADS0	Cole Camp	Warrensburg	\$588.52	ICB
D0054	D1054	54	CLFRMOXARS0	JFCYMOXADS0	California	Jefferson City	\$700.79	\$19,392.81
D0040	D1040	40	CLTNMOXADS0	COALMOXARS0	Clinton	Coal	\$886.75	\$23,458.52
D0024	D1024	24	CLTNMOXADS0	WRBGMOXA10T	Clinton	Warrensburg	\$270.68	\$7,135.86
D0033	D1033	33	CNTWMOXARS0	EUGNMOXARS0	Centertown	Eugene	\$1,592.29	\$44,049.04
D0034	D1034	34	CNTWMOXARS0	JFCYMOXADS0	Centertown	Jefferson City	\$734.01	\$20,284.52
D0035	D1035	35	CNTWMOXARS0	NBFDMOXARS0	Centertown	New Bloomfield	\$1,780.24	\$49,311.86
D0036	D1036	36	CNTWMOXARS0	RLVLMOXARS2	Centertown	Russellville	\$1,448.10	\$40,011.71
D0037	D1037	37	CNTWMOXARS0	STTMMOXARS0	Centertown	St. Thomas	\$3,831.43	\$106,745.06
D0038	D1038	38	CNTWMOXARS0	TAOSMOXARS0	Centertown	Taos	\$1,355.04	\$37,406.04
D0039	D1039	39	CNVWMOXARS0	WRBGMOXADS0	Centerview	Warrensburg	\$225.97	\$4,405.79
D0042	D1042	42	EUGNMOXARS0	JFCYMOXADS0	Eugene	Jefferson City	\$858.28	\$23,764.53
D0043	D1043	43	EUGNMOXARS0	NBFDMOXARS0	Eugene	New Bloomfield	\$1,904.51	\$52,791.87
D0044	D1044	44	EUGNMOXARS0	RLVLMOXARS2	Eugene	Russellville	\$1,572.38	\$43,491.72
D0045	D1045	45	EUGNMOXARS0	STTMMOXARS0	Eugene	St. Thomas	\$3,955.70	\$110,225.07
D0046	D1046	46	EUGNMOXARS0	TAOSMOXARS0	Eugene	Taos	\$1,479.31	\$40,886.05
D0048	D1048	48	FLVWMOXADS0	KRNYMOXADS1	Ferrelview	Kearney	\$82.81	ICB
D0049	D1049	49	FLVWMOXADS0	PLCYMOXARS0	Ferrelview	Platte City	\$294.06	\$6,941.28
D0050	D1050	50	FLVWMOXADS0	WRBGMOXADS0	Ferrelview	Warrensburg	\$130.38	ICB
D0068	D1068	68	FTLWMOXARS0	ROLLMOXADS0	Ft. Leonard Wood	Rolla	\$130.27	\$2,695.92
D0051	D1051	51	FTLWMOXARS0	STRBMOXARS3	Ft. Leonard Wood	St. Robert	\$141.35	\$2,854.50
D0052	D1052	52	FTLWMOXARS0	WYVLMOXARS7	Ft. Leonard Wood	Waynesville	\$141.35	\$2,854.50
D0053	D1053	53	HLDNMOXARS0	KGVLMOXARS0	Holden	Kingsville	\$625.15	\$15,315.59
D0079	D1079	79	HLDNMOXRS0	WRBGMOXADS0	Holden	Warrensburg	\$381.87	\$10,462.85
D0055	D1055	55	HLSMMOXA	JFCYMOXADS0	Holts Summit	Jefferson City	\$106.82	ICB
D0018	D1018	18	HNVLMOXARS0	WRBGMOXADS0	Harrisonville	Warrensburg	\$270.68	\$7,307.12
D0056	D1056	56	JFCYMOXADS0	NBFDMOXARS0	Jefferson City	New Bloomfield	\$1,046.23	\$29,027.34
D0057	D1057	57	JFCYMOXADS0	RLVLMOXARS2	Jefferson City	Russellville	\$714.09	\$19,727.19
D0058	D1058	58	JFCYMOXADS0	STTMMOXARS0	Jefferson City	St. Thomas	\$3,097.42	\$86,460.55
D0059	D1059	59	JFCYMOXADS0	TAOSMOXARS0	Jefferson City	Taos	\$621.03	\$17,121.52
D0080	D1080	80	KRNYMOXADS1	WRBGMOXADS0	Kearney	Warrensburg	\$129.97	ICB
D0082	D1082	82	LNJCMOXARS0	WRBGMOXADS0	Lone Jack	Warrensburg	\$526.86	\$14,250.88
D0081	D1081	81	LXTNMOXARS0	WRBGMOXADS0	Lexington	Warrensburg	\$931.58	\$24,903.20
D0062	D1062	62	MAVLMOXADS1	MDCYMOXARS0	Maryville	Mound City	\$672.46	\$17,730.74
D0063	D1063	63	MAVLMOXADS1	PCNGMOXARS0	Maryville	Pickering	\$372.90	\$6,456.62
D0064	D1064	64	MAVLMOXADS1	TARKMOXARS0	Maryville	Tarkio	\$672.46	\$17,730.74
D0083	D1083	83	MAVLMOXADS1	WRBGMOXADS0	Maryville	Warrensburg	\$153.85	ICB
D0065	D1065	65	NBFDMOXARS0	RLVLMOXARS2	New Bloomfield	Russellville	\$1,760.33	\$48,754.53
D0066	D1066	66	NBFDMOXARS0	STTMMOXARS0	New Bloomfield	St. Thomas	\$4,143.65	\$115,487.89
D0067	D1067	67	NBFDMOXARS0	TAOSMOXARS0	New Bloomfield	Taos	\$1,667.26	\$46,148.86
D0069	D1069	69	NWBGMOXARS0	ROLLMOXADS0	Newberg	Rolla	\$164.99	\$4,390.45
D0020	D1020	20	ODSSMOXARS0	WRBGMOXADS0	Odessa	Warrensburg	\$752.99	\$19,903.02

D0025	D1025	25	OKGVMOXADS0	WRBGMOXADS0	Oak Grove	Warrensburg	\$588.52	ICB
D0070	D1070	70	RICHMOXARS0	ROLLMOXADS0	Richland	Rolla	\$259.93	\$6,236.20
D0073	D1073	73	RLVLMOXARS2	STTMMOXARS0	Russellville	St. Thomas	\$3,811.52	\$106,187.73
D0074	D1074	74	RLVLMOXARS2	TAOSMOXARS0	Russellville	Taos	\$1,335.13	\$36,848.71
D0022	D1022	22	ROLLMOXADS0	SALMMOXADS0	Rolla	Salem	\$211.23	\$4,816.11
D0071	D1071	71	ROLLMOXADS0	STRBMOXARS3	Rolla	St. Robert	\$130.27	\$2,695.92
D0072	D1072	72	ROLLMOXADS0	WYVLMOXARS7	Rolla	Waynesville	\$130.27	\$2,695.92
D0084	D1084	84	SHTNMOXA343	WRBGMOXADS0	Smithton	Warrensburg	\$2,243.53	\$61,637.78
D0075	D1075	75	STRBMOXARS3	WYVLMOXARS7	St. Robert	Waynesville	\$141.35	\$2,854.50
D0076	D1076	76	STTMMOXARS0	TAOSMOXARS0	St. Thomas	Taos	\$3,718.46	\$103,582.07
D0085	D1085	85	WGTMOXAX934	WRBGMOXADS0	Wellington	Warrensburg	\$931.58	\$24,903.20
D0026	D1026	26	WRBGMOXADS0	WRSWMOXADS1	Warrensburg	Warsaw	\$835.65	ICB

Table Two

Table 2: Rates for the State of –Missouri

<b>Rate Element Description</b>		
<b>Physical and Virtual Collocation Elements</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
<b>Application Fees</b>		
New Collocation - Application Fee	\$ 2,747.99	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,683.12	N/A
Minor Augment Fee	\$ 813.48	N/A
Minor Augment - Administrative & Project Management Fee	\$ 740.45	N/A
Minor Augment - Transmission Engineering Fee	\$ 540.58	N/A
Major Augment Fee	\$ 1,630.16	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,918.04	N/A
Major Augment - Transmission Engineering Fee	\$ 1,587.94	N/A
Space Report (per wire center)	\$ 889.47	N/A
<b>Security Cage Construction</b>		
Security Cage - Engineering	\$ 489.53	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.36	N/A
<b>Floor Space</b>		
Floor Space (per Square Foot)	N/A	\$ 11.57
<b>DC Power</b>		
Power Costs (per Load Ampere Ordered)	N/A	\$ 18.74
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,351.85	\$ 16.08
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,358.66	\$ 26.33
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,703.98	\$ 85.79
Additional Cost per Foot Over 110 Linear Feet	\$ 167.99	\$ 1.57
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,171.25	\$ 185.72
Additional Cost per Foot Over 110 Linear Feet	\$ 317.45	\$ 2.96
<b>AC Power</b>		
AC Outlet Installation (per 20 amp outlet)	\$ 1,094.61	N/A
Overhead Lights (per set of 2)	\$ 1,605.26	N/A
<b>Cross Connect Facilities</b>		
DS0 Switchboard Cable (per each 100 Pair cable)	N/A	\$ 28.46
DS0 Co-Carrier Direct Cabling (per each 100 Pair Switchboard Cable)	\$ 524.41	\$ 8.17
DS1 Cross Connect (per each DS1 in 28-pack Increments)	N/A	\$ 1.62
DS1 Co-Carrier Direct Cabling (per each 28-pack Cable)	\$ 538.71	\$ 9.66
DS3 Cross Connect (per each DS3 in 12-pack Increments)	N/A	\$ 20.33
DS3 Co-Carrier Direct Cabling (per each 12-pack Cable)	\$ 1859.23	\$ 22.67
Optical Cross-Connect (per each 4-Fiber Cable)	N/A	\$ 16.26
Optical Co-Carrier Direct Cabling (per each 4-Fiber Cable)	\$ 211.59	\$ 10.15

Internal Cable Space (per each 48-Fiber Cable)	N/A	\$ 46.34
Internal Cable Space (per each 100-Pair Copper Stub Cable)	N/A	\$ 31.42
Internal Cable (per each 48-Fiber Cable)	\$ 1,173.14	\$ 37.84
Internal Cable (per each 100-Pair Copper Stub Cable)	\$ 184.09	\$ 52.29
<b>Security Card</b>		
Security Card (per Card)	\$ 15.00	N/A
<b>Additional Labor Charges (Physical or Virtual)</b>		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.78	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.67	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.56	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.96	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 12.68	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 19.02	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 25.36	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.49	N/A
<b>Adjacent Onsite Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB
<b>Remote Terminal Collocation</b>	<b>Non-Recurring Rate</b>	<b>Monthly Recurring Rate</b>
All elements	ICB	ICB

## EXHIBIT A

### TRRO Wire Center Thresholds as of June 1, 2007

#### LOOPS

Wire Centers exceeding the UNE Loop DS1 and DS3 Threshold (60,000 Business Access Lines and 4-fiber- based collocators):

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 5	LSVGNVXG	June 1, 2006
NV	South South	LSVGNVXV	June 1, 2007

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4-fiber-based collocators):

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
NV	Main	LSVGNVXB	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
NV	South 6	LSVGNGXL	June 1, 2006

#### TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport:

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Altamonte Springs	ALSPFLXA	April 22, 2005
FL	Fort Myers	FTMYFLXA	April 22, 2005
FL	Maitland	MTLDFLXA	April 22, 2005
FL	Tallahassee	TLHSFLXA	April 22, 2005
FL	Winter Park	WNPKFLXA	April 22, 2005
NC	Rocky Mount	RCMTNCXA	June 1, 2007
NV	East 1	LSVGNVXR	June 1, 2006
NV	Main	LSVGNVXB	April 22, 2005
NV	South 5	LSVGNVXG	April 22, 2005
NV	West 6	LSVGNVXK	April 22, 2005
NV	South 6	LSVGNVXL	April 22, 2005
NV	South South	LSVGNVXV	April 22, 2005
NV	West West	LSVGNVXW	April 22, 2005
TN	Bristol	BRSTTNXA	April 22, 2005
TN	Johnson City	JHCYTNXC	April 22, 2005
TN	Kingsport	KGPTTNXA	April 22, 2005

Tier 2 Wire Centers for UNE Dedicated Transport:

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Goldenrod	GLRDFLXA	April 22, 2005
FL	Lake Brantley	LKBRFLXA	April 22, 2005
FL	Ft. Walton Beach	FTWBFLXA	June 1, 2007
FL	Naples	NPLSFLXD	June 1, 2006
FL	Ocala	OCALFLXA	June 1, 2006
FL	Tallahassee	TLHSFLXD	April 22, 2005
MO	Jefferson City	JFCYMOXA	April 22, 2005
NC	Fayetteville	FYVLNCXA	April 22, 2005
SC	Greenwood	GNWDSCXC	June 1, 2007
VA	Charlottesville	CHVLVAXA	June 1, 2006

All other Embarq Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport