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Missouri Public
Service Commission

**MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF MISSOURI**

August 1, 2005

*Level 3 Communications, LLC
and*

Embarq Missouri, Inc.

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 1st day of *August*, 2005, is entered into by and between Level 3 Communications, LLC ("CLEC") and Embarq Missouri, Inc. ("Embarq"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for Level 3's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, Level 3 wishes to purchase Telecommunications Services for resale to others, and Embarq is willing to provide these services; and

WHEREAS, Level 3 wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Embarq is willing to provide unbundled network elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Missouri.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Level 3 and Embarq hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Affiliate" is as defined in the Act.
- 1.6. "Augment" refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.
- 1.7. "Automated Message Accounting" ("AMA") is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. "Automatic Location Identification" ("ALI") means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. "Automatic Location Identification/Data Management System" ("ALI/DMS") means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.
- 1.10. "Automatic Number Identification" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.

- 1.11. "Automatic Route Selection" ("ARS") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.
- 1.15. "Business Line" is an Embarq-owned switched access line used to serve a business customer, whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of business lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 1.16. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.17. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Embarq's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Embarq equipment that is under the control of Embarq and for which Embarq has the right to grant access and/or occupation by third parties.

- 1.19. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:
- 1.19.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.19.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.19.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.20. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include, but are not limited to, Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing Level 3's equipment within the Premises.
- 1.23. "Collocation Space" shall mean an area of space located in a Building to be used by Level 3 to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. "Commingle" means the act of Commingling.
- 1.25. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that Level 3 has obtained at wholesale from Embarq or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 1.26. "Commission" means the Missouri Public Service Commission.
- 1.27. "Common Channel Signaling" ("CCS") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.28. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Embarq's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

- 1.29. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.30. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Embarq and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.31. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.32. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.35. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.36. "Day" means calendar days unless otherwise specified.
- 1.37. "Dedicated Transport" includes Embarq transmission facilities between Wire Centers or switches owned by Embarq, or between Wire Centers or switches owned by Embarq and switches owned by Level 3, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.38. "Demarcation Point" is that point on the loop where Embarq's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.39. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.40. "Directory Assistance Database" refers to any subscriber record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. "Directory Assistance Services" provides listings to callers. Directory Assistance

Services may include the option to complete the call at the caller's direction.

- 1.42. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.43. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.45. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.49. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "Enhanced Extended Link" ("EEL") are the combination of the Loop, and Dedicated Transport, network elements, together with any facilities, equipment, or functions necessary to combine those network elements..
- 1.51. "Exchange Message Interface System" ("EMI") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).
- 1.52. "End Date" is the date this Agreement terminates as referenced in 5.1.
- 1.53. "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "Fiber-based Collocator" means any carrier, unaffiliated with Embarq, that

maintains a collocation arrangement in Embarq's Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Embarq's Wire Center premises; and (3) is owned by a party other than Embarq or any affiliate of Embarq, except as set forth in this definition. Dark fiber obtained from Embarq on an indefeasible right of use basis shall be treated as non-Embarq fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

- 1.56. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 1.57. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 1.58. "Fixture" means a thing is deemed to be affixed to land when it is attached to it by roots, imbedded in it, permanently resting upon it or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws. Goods are fixtures when they become so related to particular real estate that an interest in them arises under real estate law; e.g. a furnace affixed to a house or other building; counters permanently affixed to the floor of a store; a sprinkler system installed in a building.
- 1.59. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.60. "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.61. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.62. "Interexchange Carrier" ("IXC") means a carrier authorized by the FCC to provide long distance Telecommunications Services between LATAs and interstate and/or a carrier authorized by a state public utility commission to provide long distance communications services.
- 1.63. "Interstate Toll Traffic" means the offering of transmission and switching services

fro the purpose of origination and termination of interstate and telephone toll traffic.

- 1.64. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.65. "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Remand Order.
- 1.66. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Embarq Central Office Building cable or conduit systems.
- 1.67. "Line Information Data Base" ("LIDB") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Embarq and other entities and validation for collect and billed-to-third party services.
- 1.68. "Live Load Capacity" as it relates to Level 3's collocation space refers to the structural strength of the floor to support the weight of Level 3's property and equipment installed in the collocated space.
- 1.69. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or Wire Center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which Level 3 is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.
- 1.70. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Embarq served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.71. "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.72. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Embarq's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Embarq tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.73. "Mobile Wireless Service" means any mobile wireless telecommunications

service, including any commercial mobile radio service.

- 1.74. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.75. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.76. "National Emergency Number Association" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.77. "Network Element" is as defined in the Act.
- 1.78. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.79. "Numbering Plan Area" ("NPA") (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. NPAs will be used and assigned as approved in industry numbering guidelines and FCC orders.
- 1.80. "NXX," "NXX Code," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.81. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.82. "Operator Services" provides for:
 - 1.82.1. operator handling for call completion (e.g., collect calls);
 - 1.82.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.82.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.83. "Outside Cable Duct" shall mean any space located outside the Central Office

Building and owned by or under the control of Embarq through which Embarq runs its cable, conduit or other associated facilities.

- 1.84. "Parity" means, the provision by Embarq of services, Network Elements, functionality or telephone numbering resources under this Agreement to Level 3, including provisioning and repair, at least equal in quality, subject to the same conditions, provided within the same provisioning intervals, as those offered to Embarq, its Affiliates, subsidiaries, or end users. The quality of the interconnection between the network of Embarq and the network of Level 3 shall be at a level that is equal to that which Embarq provides itself, a subsidiary, an Affiliate, or any other party.
- 1.85. "P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.86. "Parties" means, jointly, Embarq and Level 3, and no other entity, affiliate, subsidiary or assign.
- 1.87. "Party" means either Embarq or Level 3, and no other entity, affiliate, subsidiary or assign.
- 1.88. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.89. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.90. "Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Level 3 and Embarq for the local interconnection of their networks.
- 1.91. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.92. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to Level 3s as part of the Pre-ordering Process. Examples of the type of information provided are:

- 1.92.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.92.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.92.2.1. Digital Loop Carrier ("DLC") or other remote concentration devices;
 - 1.92.2.2. Feeder/distribution interfaces;
 - 1.92.2.3. Bridge taps;
 - 1.92.2.4. Load coils;
 - 1.92.2.5. Pair gain devices; or
 - 1.92.2.6. Disturbers in the same or adjacent binders.
- 1.92.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
- 1.92.4. Wire gauge or gauges; and
- 1.92.5. Electrical parameters.
- 1.93. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.94. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or Level 3 for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or Level 3 will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. As approved by an FCC waiver or an FCC order, Information Services in addition to Telecommunication Services may use the NPA NXX code assignments and rate center arrangements"..
- 1.95. "Routing Point" means a location which Embarq or Level 3 has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Embarq or Level 3 which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be

designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.96. "Small Exchange Carrier Access Billing" ("SECAB") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.97. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.98. "Signaling Transfer Point" ("STP") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.99. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.100. "Street Index Guide" ("SIG") is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Embarq.
- 1.101. "Switch" means a Central Office Switch as defined in this Part A.
- 1.102. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.103. "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.104. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

- 1.105. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.106. "Tier 1" Wire Centers are those Embarq Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Embarq tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.
- 1.107. "Tier 2" Wire Centers are those Embarq Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.
- 1.108. "Tier 3" Wire Centers are those Embarq Wire Centers that are not Tier 1 or Tier 2 Wire Centers.
- 1.109. "Telecommunications" is as defined in the Act.
- 1.110. "Telecommunications Carrier" is as defined in the Act.
- 1.111. "Telecommunications Service" is as defined in the Act.
- 1.112. "Trade fixtures" means articles placed in or attached to rented buildings by the tenant, to prosecute the trade or business for which he occupies the premises, or to be used in connection with such business, or promote convenience and efficiency in conducting it. Such chattels as merchants usually possess and annex to the premises occupied by them to enable them to store, handle, and display their goods, which are generally removable without material injury to the premises.
- 1.113. "Transit Service" means the delivery of Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network."
- 1.114. "Transit Traffic" means Local Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network."
- 1.115. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.116. "Wholesale Service" means Telecommunication Services that Embarq provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Embarq provides to resellers at a wholesale rate.
- 1.117. "Wire center" for the purpose of Part E is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.
- 1.118. "xDSL" refers to a generic term for a series of high speed transmission protocols,

equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through K, Tables One and Two and exhibits, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

3. NETWORK CHANGES

- 3.1. Embarq shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing Level 3 notice as required by this Section. Embarq agrees to cooperate with Level 3 and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS AND CHANGE OF LAW

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted by Embarq to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Embarq and Level 3 shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 4.2. The provisions of this Agreement were negotiated as a whole based on these criteria and specific costs. Whether another competitive local exchange carrier could adopt this Agreement would be based on the competitive local exchange carrier being similarly situated in compliance with 47 C.F.R. 51.809.
- 4.3. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and texts of state law, and the orders, rules and regulations promulgated thereunder by the Commission

as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act or state law, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act or state law to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.4. Notwithstanding any other provision of this Agreement to the contrary Section 4.3 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such Amended Rules or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act or state law as determined by the Amended rules. Embarq may charge rates to Level 3 under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.5. Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq is not required to provide access to any unbundled network elements or combinations of such elements, or furnish any service, facility, arrangement, or benefit required to be furnished or provided to Level 3 under this Agreement, then Embarq may notify Level 3 of its intent to discontinue provisioning the specific unbundled network element or combinations of such elements, service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing written notice to Level 3. Immediately upon provision of such written notice, Level 3 will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements, unless the Order provides otherwise, and Level 3 must, within sixty (60) days of such written notice submit the necessary orders to either disconnect the Discontinued Arrangement or convert the Discontinued Arrangement to an analogous service ("Conversion Orders"). If Level 3 should fail to submit Conversion Orders within the required period, Embarq may deem the Discontinued Arrangements as converted and treat such arrangements as it would the analogous service for purposes of applying terms, conditions and rates.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue until December 31, 2007 ("End Date"), unless earlier terminated in accordance with this Section 5.2, provided however that if Level 3 has any outstanding undisputed past due obligations to Embarq, this Agreement will not be effective until such time as any undisputed past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except pursuant to a previous interconnection agreement between the Parties or as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before Level 3 has established a customer account with Embarq unless such an account has been previously established pursuant to a prior interconnection agreement between the Parties and has formed the Implementation Team described in this Agreement.
- 5.2. In the event of either Party's material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Embarq may terminate this Agreement upon ten (10) Days notice if Level 3 is not exchanging traffic with Embarq and has not submitted orders pursuant to this Agreement within 180 Days of the Effective Date. In addition, Embarq reserves the right to seek Commission approval to terminate this Agreement immediately upon notice from Level 3 or the Commission that it has ceased doing business in this state, but such termination shall not become effective until Level 3's customers have had a reasonable opportunity to obtain service from another telecommunications provider. Under such circumstances, the Parties agree to cooperate in the migration of Level 3's customers to other provider(s).
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq will assign the portions of this Agreement for those exchanges/markets where Level 3 is interconnected directly

or indirectly and is providing Telecommunications Services or offering information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement as well. Embarq may terminate this Agreement in whole in part as to that particular exchange or group of exchanges where Level 3 is not interconnected directly or indirectly upon sixty (60) Days prior written notice, but in any event, Embarq shall make reasonable efforts to assist Level 3 in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, Level 3 will provide Embarq notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1; and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date or orders that are substantially completed as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.
- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Embarq will continue to provide services pursuant to one of the following:
 - 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
 - 6.3.2. An existing agreement between Embarq and another carrier adopted by Level 3 for the remaining term of that agreement. If Level 3 fails to designate an agreement under this subsection, then Embarq may designate such agreement.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the services provided by Embarq under this Agreement, Level 3 shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by Level 3 hereunder are set forth in Part K.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the Bill Date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
 - 7.2.1. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Embarq will suspend processing new orders and cancel any pending orders.
 - 7.2.2. If the undisputed account remains delinquent ninety (90) Days after the bill date, Embarq will terminate all services under this Agreement.
- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the undisputed portion of the invoice.
- 7.4. Embarq will assess late payment charges to Level 3 until the undisputed amount due is paid in full. Level 3 will assess late payments to Embarq until the undisputed amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of
 - 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law in the state for commercial transactions, compounded daily for the number of days from the payment date to and including the date the party actually makes the payment to Embarq, or
 - 7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date payment is actually made.
- 7.5. Embarq reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

8. AUDITS AND EXAMINATIONS

- 8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically

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

- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.
- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.4 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

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

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. Level 3 acknowledges that its right under this Agreement for Local Interconnection with Embarq's network and to unbundled and/or combine Embarq's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Embarq agrees to use its best efforts to obtain for Level 3, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for Level 3 to use such unbundled network element in the same manner as Embarq.
- 9.3. Embarq shall have no obligations to attempt to obtain for Level 3 any third party intellectual property right(s) that would permit Level 3 to use any unbundled network element in a different manner than used by Embarq.
- 9.4. To the extent not prohibited by a contract with the vendor of the network element sought by Level 3 that contains intellectual property licenses, Embarq shall reveal to Level 3 the name of the vendor, the intellectual property rights licensed to Embarq under the vendor contract and the terms of the contract (excluding cost terms). Embarq shall, at Level 3's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Level 3.
- 9.5. All costs associated with the extension of third party intellectual property rights to Level 3 pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting Level 3 using that unbundled network element including Embarq.
- 9.6. Embarq hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning Level 3's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with Level 3's use of other functions, facilities, products or services furnished under

this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Embarq agrees in Section 9.2 to use its best efforts to obtain.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise set forth in this Agreement, or except in the case of gross negligence or willful misconduct, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Embarq's liability to Level 3 for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected except in the case of gross negligence or willful misconduct.

11. INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the gross negligence or willful misconduct of the indemnifying Party.
- 11.2. Level 3 shall indemnify and hold harmless Embarq from all claims by Level 3's subscribers.
- 11.3. Embarq shall indemnify and hold harmless Level 3 from all claims by Embarq's subscribers.
- 11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has

not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 11.7. When the lines or services of other companies and Level 3s are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for
 - 11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and
 - 11.8.2. Consequential Damages (as defined in Section 10 above).

12. BRANDING

- 12.1. Level 3 shall provide the exclusive interface to Level 3 subscribers, except as Level 3 shall otherwise specify for the reporting of trouble or other matters identified by Level 3 for which Embarq may directly communicate with Level 3 subscribers. In those instances where Level 3 requests that Embarq personnel interface with Level 3 subscribers, such Embarq personnel shall inform Level 3 subscribers that they are representing Level 3 or such brand as Level 3 may specify.
- 12.2. Other business materials furnished by Embarq to Level 3 subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Embarq shall share pertinent details of Embarq's training approaches related to branding with Level 3 to be used by Embarq to assure that Embarq meets the branding requirements agreed to by the Parties.

- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

- 13.1. Except as otherwise provided herein, all rights of termination; cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any material breach or threatened material breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

14. CONFIDENTIALITY AND PUBLICITY

- 14.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 14.2. During the term of this Agreement, and for a period of three (3) years thereafter, Recipient shall
- 14.2.1. use it only for the purpose of performing under this Agreement,
 - 14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information

- 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 14.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 14.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 14.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 14.8. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

15. DISCLAIMER OF WARRANTIES

15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

16. ASSIGNMENT AND SUBCONTRACT

16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Level 3 or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

16.2. Except as provided in Section 16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, state law, rules, and regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

18. RELATIONSHIP OF PARTIES

18.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. NO THIRD PARTY BENEFICIARIES

19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Level 3 from providing its Telecommunications Services to other carriers.

20. NOTICES

20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Embarq: Director
 Local Carrier Markets
 Embarq
 9300 Metcalf
 Overland Park, KS 66212
 Mailstop: KSOPKB0401-
 413

If to Director of Interconnection
Level 3: Policy
 Level 3 Communications,
 LLC
 1025 Eldorado Blvd.
 Broomfield, CO 80021
 Tel. 720-888-2620
 Fax. 720-888-5134

With a
copy to:

With a VP-Interconnection Services
copy to: Level 3 Communications,
 LLC
 1025 Eldorado Blvd.
 Broomfield, CO 80021
 Tel. 720-888-3052
 Fax. 720-888-5058

20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. WAIVERS

21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

- 21.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 21.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

22. SURVIVAL

- 22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 7, 8, 9, 10, 11, 14, 19, 21, and 24.

23. FORCE MAJEURE

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 4.4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own or its affiliates operations. In the event of such performance delay or failure by Embarq, Embarq agrees to resume performance in a nondiscriminatory manner and not favor its own or its affiliates provision of services above that of Level 3.

24. DISPUTE RESOLUTION

- 24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its

obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the discovery of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or the Commission or any other forum.

25. COOPERATION ON FRAUD

- 25.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

26. TAXES

- 26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

- 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.
 - 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
 - 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
 - 26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
 - 26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

- 26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
 - 26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
 - 26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party subject to the dispute resolution section of this Agreement. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
 - 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

- 27.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

28. SEVERABILITY

- 28.1. Subject to Section 4.3, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. HEADINGS NOT CONTROLLING

- 29.1. The headings and numbering of Sections and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

30. ENTIRE AGREEMENT

30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

31. SUCCESSORS AND ASSIGNS

31.1. Subject to the terms of this Agreement, Embarq and Level 3 agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

32.1. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the implementation plan, then either Party may invoke the procedures set forth in Part A Section 24.

33. FEDERAL JURISDICTIONAL AREAS

33.1. Article 1, § 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for

military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Embarq has contracts with federal entities that limit or prohibit the ability of Level 3 to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Embarq will provide Level 3 with information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES

34.1. In situations where a competitive LEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Embarq receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.

34.1.1. Embarq will process such orders and provision services consistent with the terms contained in Section 70, of this Agreement.

34.1.2. Where Level 3 is using a single facility to provide service to multiple end user customers, Embarq will not disconnect that facility as a result of the following procedures.

34.1.3. Embarq will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.

34.1.4. Customer with Existing Service Changing Local Service Provider

34.1.4.1. In situations where a competitive LEC submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (i.e., an additional line), Embarq will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

34.1.5. Customer with Existing Service Adding New Service

34.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

34.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service

34.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original end user customer has abandoned the service in place.

34.1.6.2. When a carrier requests service at a location and marks the order as abandoned and Level 3 is the previous local service

provider, Embarq shall notify Level 3 via fax that it has had a request for service at the premise location that is currently being served by Level 3;

34.1.6.3. If available to Embarq, Embarq shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;

34.1.6.4. If Level 3 does not respond within twenty-four (24) business hours after receiving Embarq's notification or if Level 3 responds relinquishing the facilities, Embarq shall be free to use the facilities in question and Embarq shall issue a disconnect order with respect to the Level 3 service at that location. If Level 3 responds stating that the service is working and should not be disconnected, Embarq will notify the carrier ordering service and request verification of the address and location or the submission of an order for an additional line.

35. PRICE SCHEDULE

35.1. All prices under this agreement are set forth in the attachments designated Table One and Table Two of this Agreement are hereby incorporated into, and made a part of, this Agreement.

35.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35.3. Local Service Resale

35.3.1. The rates that Level 3 shall pay to Embarq for Local Resale are as set forth in Table One of this Agreement and shall be applied consistent with the provisions of Part D of this Agreement.

35.4. Unbundled Network Elements

35.4.1. The charges that Level 3 shall pay to Embarq for Unbundled Network Elements are set forth in Table One of this Agreement.

35.5. Collocation

35.5.1. The charges that Level 3 shall pay to Embarq for Collocation are set forth in Table Two of this Agreement.

35.6. Call Related Databases

35.6.1. The charges that Level 3 shall pay to Embarq for Call Related Databases purchased pursuant to Part J are set forth in Table One of this Agreement.

36. SECURITY DEPOSIT

36.1. Embarq reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Embarq and all ILEC affiliates of Embarq. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

36.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Embarq.

36.3. If a security deposit is required in accordance with section 36.1 on a new account, Level 3 will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Embarq of additional orders for service.

36.4. The security deposit shall be two (2) months' estimated billings as calculated by Embarq, or twice the most recent month's invoices from Embarq for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.

36.5. The fact that a security deposit has been made in no way relieves Level 3 from complying with Embarq's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Embarq for the discontinuance of service for non-payment of any sums due Embarq.

36.6. Embarq may increase the security deposit requirements when, in Embarq's

reasonable judgment, changes in Level 3's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Embarq may stop processing orders for service and Level 3 will be considered in breach of the Agreement.

- 36.7. Any security deposit shall be held by Embarq as a guarantee of payment of any charges for carrier services billed to Level 3. Embarq may exercise its right to credit any cash deposit to Level 3's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 36.7.1. when Level 3 undisputed balances due to Embarq that are more than thirty (30) Days past due; or
 - 36.7.2. when Level 3 files for protection under the bankruptcy laws; or
 - 36.7.3. when an involuntary petition in bankruptcy is filed against Level 3 and is not dismissed within sixty (60) Days;
 - 36.7.4. when this Agreement expires or terminates;
 - 36.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 39; or
 - 36.7.6. Level 3 fails to provide Embarq with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Embarq hereunder.
- 36.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be credited to Level 3's account when Level 3 has made current payments for carrier services to Embarq and all Embarq ILEC affiliates for twelve (12) consecutive months.
- 36.9. Any letter of credit issued to Embarq hereunder must meet the following requirements:
 - 36.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If Level 3 proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then Level 3 must obtain the prior written approval of such bank by Embarq.
 - 36.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Embarq and must include an automatic one-year extension.
 - 36.9.3. If Level 3 receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Level 3 shall promptly

notify Embarq of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, Level 3 shall provide Embarq a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Embarq). If Level 3 provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Embarq shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Embarq will provide the original, expiring letter of credit to Level 3.

- 36.9.4. If Level 3 desires to replace any letter of credit issued to Embarq hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 36.

PART D - LOCAL RESALE

37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

37.1. At the request of Level 3, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to Level 3 for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to Level 3 pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to Level 3 for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

38. GENERAL TERMS AND CONDITIONS

38.1. The prices charged to Level 3 for Local Resale are the Embarq tariff retail prices, discounted as set forth in Part C of this Agreement.

38.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs

38.1.1.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

38.1.2. Embarq shall offer for resale to Level 3 all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Embarq shall make reasonable efforts to provide Level 3 with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.

38.1.3. Embarq shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date Level 3 commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or

ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section 38.1.

- 38.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 38.1.5. For Telecommunications Services that are offered by Embarq to its end users and that are available for resale, the rules and regulations associated with Embarq's retail tariff(s) shall apply when the services are resold by Level 3. Use limitations shall be in parity with services offered by Embarq to its end users.
- 38.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on Level 3's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, Level 3 shall be prohibited from marketing its products using the Embarq product name (e.g., Level 3 may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- 38.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 38.1.8. Hospitality Service. Embarq shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 38.1.9. LIDB Administration
 - 38.1.9.1. Embarq shall maintain customer information for Level 3 customers who subscribe to resold Embarq local service dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user

subscribers. Embarq shall update and maintain Level 3 information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

38.1.9.2. Until such time as Embarq's LIDB has the software capability to recognize a resold number as Level 3's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

38.1.10. Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from Level 3. Embarq will bill and Level 3 will pay any PIC change charges. Embarq will only accept said requests for PIC changes from Level 3 and not from Level 3's end users.

PART E - NETWORK ELEMENTS

39. GENERAL

- 39.1. Pursuant to the following terms, Embarq will unbundle and separately price and offer Unbundled Network Elements ("UNEs") at a rate in compliance with the FCC's pricing rules for UNEs and as shown on Table One. Level 3 shall pay Embarq each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is Level 3's obligation to combine Embarq-provided UNEs with any facilities and services that Level 3 may itself provide.

40. USE OF UNBUNDLED NETWORK ELEMENTS

- 40.1. Embarq shall offer UNEs to Level 3 that are capable of being used in the provision of a Telecommunications Service to Level 3 subscribers. Embarq shall offer UNEs to Level 3 on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement and Applicable Rules.
- 40.2. Level 3 may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Level 3 may Commingle UNEs with Wholesale Services or tariffed access services obtained from Embarq as provided for in this Agreement.
- 40.3. Each UNE provided by Embarq to Level 3 shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Embarq provides to itself, Embarq's own subscribers, to an Embarq Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 40.4. Level 3 must use any UNE purchased from Embarq for the purpose of providing local exchange services. Level 3 may use a UNE for the provision of interexchange and information services to the extent Level 3 is also providing local exchange services over the same UNE subject to the restrictions listed below. Prior to submitting an order pursuant to this Agreement, Level 3 will undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such UNEs. By submitting any such order Level 3 self-certifies that to the best of Level 3's knowledge at the time of ordering, that these requirements are met for each UNE ordered.
 - 40.4.1. Applicable restrictions for EELs are found in Part E, Sec. 55.4.4.
 - 40.4.2. Level 3 may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by Level 3 into a

third party collocation cannot be used by the third party collocator to provide retail interexchange services. Facilities connecting Embarq's network and interexchange carriers' networks do not qualify as UNEs and will not be available to Level 3 as UNEs

- 40.4.3. Level 3 can use unbundled loops to provide xDSL services in accordance with this Agreement.

41. BONA FIDE REQUEST PROCESS

- 41.1. Embarq shall promptly consider and analyze Level 3 requests for unbundled network elements included in this Agreement that are not currently developed by Embarq, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or development of and changes to Embarq work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder. UNEs or combinations of UNEs not specifically covered by this Agreement, but which have previously been provided to another carrier by the receiving Party are not subject to the BFR process but shall be, at a minimum, offered to the requesting party on the same rates, terms and conditions under which they were provided to the third-party carrier, provided, however, Embarq will provision services upon Level 3's acceptance of the price quote. The Parties will promptly negotiate an amendment to this Agreement to incorporate terms, conditions and TELRIC compliant rates for such UNEs or combinations of UNEs. The negotiation of the amendment will not impact the progress of the BFR.
- 41.2. A BFR shall be submitted in writing on the Embarq Standard BFR Form and shall include a clear technical description of each request.
- 41.3. Level 3 may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 41.4. Within ten (10) calendar days of its receipt, the Embarq shall acknowledge receipt of the BFR.
- 41.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, Embarq shall provide to Level 3 a preliminary analysis of such BFR.
- 41.6. Upon receipt of the preliminary analysis, Level 3 shall, within thirty (30) calendar days, notify Embarq, in writing, of its intent to proceed or not to proceed.
- 41.7. Embarq shall promptly proceed with the BFR upon receipt of written authorization from Level 3. When it receives such authorization, Embarq shall promptly develop the requested services, determine their availability, calculate the

applicable prices and establish installation intervals.

- 41.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Embarq shall provide to Level 3 a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.
- 41.9. Within thirty (30) calendar days of its receipt of the BFR Quote, Level 3 must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 41.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

42. INDIVIDUAL CASE BASIS PRICING

- 42.1. Individual Case Basis (ICB) pricing will be provided by Embarq upon request from Level 3 for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 42.2. Embarq will process ICB Pricing requests upon receipt from Level 3. Embarq will provide Level 3 a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

43. NETWORK INTERFACE DEVICE

- 43.1. Embarq will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 43.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 43.3. Level 3 may connect its NID to Embarq's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Embarq's NID. Embarq will provide one NID termination with each loop. If additional NID terminations are required,

Level 3 may request them pursuant to the process detailed in the Bona Fide Request Section herein.

- 43.4. Embarq will provide Level 3 with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Embarq will dispatch a technician and tag the wiring at Level 3's request. In such cases the charges specified in Table One will apply.
- 43.5. Embarq will not provide specialized (Embarq non-standard) NIDS to Level 3 subject to a BFR of the first request. Embarq will provide subsequent requests for the same specialized (Embarq non-standard) NIDs, subject to ICB.
- 43.6. The Embarq NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to Level 3's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 43.7. When requested, Embarq will provide NIDs separately from loops for a separate price as shown in Table 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table 1.

44. LOOP

- 44.1. Embarq will provide Level 3 access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from Level 3's request for Local Loops is contained in Section 53.
- 44.2. At Level 3's request, and if technically feasible, Embarq will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch. To the extent Level 3 requests testing that would require Embarq to purchase new equipment, establish new procedures, or make systems modifications, Level 3 will compensate Embarq for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in section 41.
 - 44.2.1. Basic Testing does not include cooperative efforts that require Embarq's technician to work jointly with Level 3's staff ("Cooperative Testing").
 - 44.2.2. Cooperative testing will be provided by Embarq at Level 3's expense. Embarq technicians will try to contact Level 3's representative at its Network Operations Center using the Level 3 provided toll free number

the conclusion of installation. If Level 3 does not respond within 3 minutes, Embarq may, in its sole discretion, abandon the test and Level 3 will be charged for the test.

- 44.2.3. Embarq will charge Level 3 at the rates set out on Table One, when the location of the trouble on a Level 3-reported ticket is determined to be in Level 3's network or on Level 3 end user's side of the Demarcation Point.

44.3. Analog Loop Capabilities

- 44.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at Level 3's end user's premises. Level 3 shall not install equipment on analog Loops that exceeds the specified bandwidth.
- 44.3.2. Embarq will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.

44.4. Digital Loops

- 44.4.1. Embarq will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which Level 3 may deploy advanced services. Deployment of advanced services over digital loops by Level 3 will be consistent with the terms and conditions contained in Section 44.8. On digital Loops, Embarq will only provide electrical continuity and line balance.
- 44.4.2. Embarq shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 44.4.3. Reverse ADSL Loops. If Level 3's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

44.5. Non-Standard Digital Loops

- 44.5.1. If Level 3 requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Embarq will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical

specifications, however, all of the SMC requirements set forth in Section 44.4 are applicable.

44.6. DS1 Loops

- 44.6.1. Subject to the cap in Section 44.6.2, Embarq will provide Level 3 nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that Wire Center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 44.6.2. Level 3 may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If Level 3 has more than ten DS1 loops to a single building Level 3 will transition any DS1 loops in excess of ten to another service within 90 days.
- 44.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that Level 3 leases from Embarq, but which Embarq is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS1 loops back to March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 44.6.4. Where Embarq is not required to provide unbundled DS1 loops pursuant to Sections 44.6.1 and 44.6.2, Level 3 may not obtain new DS1 loops as UNEs.
- 44.6.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS1 loops for the identified Wire Centers 30 days after the date of the notice. Any DS1 loops leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
 - 44.6.5.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

44.7. DS3 Loops

- 44.7.1. Subject to the cap described in Section 44.7.2, Embarq shall provide Level 3 with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 44.7.2. Level 3 may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. If Level 3 has more than one DS3 loops to a single building Level 3 will transition any DS3 loops in excess of one to another service within 90 days.
- 44.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that Level 3 leases from Embarq of that date, but which Embarq is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS3 loops back to March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 44.7.4. Where Embarq is not required to provide unbundled DS3 loops pursuant to Sections 44.7.1 and 44.7.2, Level 3 may not obtain new DS3 loops as UNEs.
- 44.7.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS3 loops for the identified Wire Centers 30 days after the date of the notice. Any DS3 loops leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
 - 44.7.5.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 44.8. Adherence to National Industry Standards
 - 44.8.1. In providing advanced service loop technology, Embarq shall allow Level 3 to deploy underlying technology in accordance with Applicable Rules, including but not limited to 51.230 and 51.232.
 - 44.8.2. A particular technology shall be presumed acceptable for deployment

under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 44.8.2.1. Complies with existing industry standards;
- 44.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
- 44.8.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services.
- 44.8.2.4. Embarq may not deny LEVEL3's request to deploy a technology that is presumed acceptable for deployment unless Embarq demonstrates to the relevant state commission that deployment of that particular technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 44.8.2.5. Where Level 3 seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3, the burden is on Level 3 to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful demonstration by Level 3 before a state commission, the deployed technology shall be presumed acceptable for deployment in other areas.

44.8.3. If either party claims that a deployed advanced service technology significantly degrades other advanced services or traditional voiceband services, the claiming Party will notify the deploying party and give them a reasonable opportunity to correct the problem in accordance with FCC C.F.R. 51.233. Where the carrier whose services are being degraded does not know the precise cause of the degradations, it must notify each carrier that may have caused or contributed to the degradation. Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation. Any claims of network harm presented to the deploying carrier(s) or if subsequently necessary, the relevant state commission must be supported with specific and verifiable information. If the Commission determines that the deployed technology significantly degrading the performance of other advanced services or impair traditional analog circuit-switched voice band services, the deploying party shall discontinue deployment of that technology and migrate existing customers to another

technology that does not disturb.

44.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 44.8.2, the degraded service shall not prevail against the newly deployed technology.

44.8.5. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, Level 3 will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.

44.8.6. Level 3 shall meet the power spectral density requirement given in the respective technical references listed below:

44.8.6.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

44.8.6.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

44.8.6.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

44.8.6.4. As an alternative to Section 44.8.6.1, Level 3 may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard," and subsequent revisions of this document.

44.9. Information to be Provided for Deployment of Advanced Services

44.9.1. Upon request, Embarq shall provide to Level 3:

44.9.1.1. information with respect to the spectrum management procedures and policies that Embarq uses in determining which services can be deployed;

44.9.1.2. information with respect to the rejection of Level 3's provision of advanced services, together with the specific reason for the rejection; and

44.9.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

44.9.2. In connection with the provision of advanced services, Level 3 shall provide to Embarq the following information on the type of technology

that Level 3 seeks to deploy where Level 3 asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

- 44.9.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- 44.9.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if Level 3 requires a change in the SMC of a particular loop, Level 3 shall notify Embarq in writing of the requested change in SMC (via a service order);
- 44.9.2.3. to the extent not previously provided Level 3 must disclose to Embarq every SMC that Level 3 has implemented on Embarq's facilities to permit effective Spectrum Management.

44.10. Hybrid Loops. Embarq will provide Level 3 access to Hybrid Loops for the provision of narrowband services as provided below. Embarq is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

- 44.10.1. When Level 3 requests access to a Hybrid Loop for the provision of narrowband services, Embarq will
 - 44.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or
 - 44.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

44.11. Fiber Loops

44.11.1. Dark Fiber Loops

- 44.11.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 44.11.1.2. Embarq is not required to provide Level 3 with access to dark fiber loop on an unbundled basis.
- 44.11.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that Level 3 leases from Embarq as of March 1, 2005 shall be available for lease from Embarq at the rate on Table One. The charges for dark fiber loop are

subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. Level 3 may not obtain new dark fiber loops as UNEs.

- 44.11.1.4. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. By March 10, 2006, Level 3 must transition the UNEs to alternative facilities or arrangements.

44.12. FTTH and FTTC Fiber Loops

- 44.12.1. New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to a residential unit that previously has not been served by any loop facility.

- 44.12.2. Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

- 44.12.2.1. Embarq will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.

- 44.12.2.2. If Embarq deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Embarq will restore the Copper Loop to serviceable condition upon request.

- 44.12.2.3. If Embarq deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Embarq will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.

- 44.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Embarq will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

- 44.13. Tag and Label. At Level 3's request, Embarq will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

- 44.13.1. Embarq will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 44.13.2. Level 3 must specify on the order form whether each Loop should be tagged and labeled.
- 44.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

45. SUBLOOPS

- 45.1. Embarq will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Embarq will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to Level 3 covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Embarq will offer subloops in accordance with Table One.
- 45.2. Embarq is not required to provide Level 3 access to dark fiber subloops.
- 45.3. Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by Level 3 to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.
 - 45.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 45.4. Multiunit premises wiring. Embarq will make available to Level 3 access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at or near the building in any technically feasible manner, including, at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit customer premises between the minimum point of entry and the point of demarcation.

- 45.4.1. An accessible terminal is any point in Embarq's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 45.4.2. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 45.5. Embarq will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so at Parity.
- 45.6. Deployment of advanced services by Level 3 over subloops will be in accordance with Section 44.8.
- 45.7. Reverse ADSL Loops. If Level 3's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

46. OPERATIONS SUPPORT SYSTEMS (OSS)

- 46.1. Embarq will offer unbundled access to Embarq's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Embarq's databases and information. The OSS element includes access to all loop qualification information contained in Embarq's databases or other records, including information on whether a particular loop is capable of providing advanced services.

47. LOOP MAKE-UP INFORMATION

- 47.1. Embarq shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 47.2. Information provided to the Level 3 will not be filtered or digested in a manner that would affect Level 3's ability to qualify the loop for advanced services.
- 47.3. Embarq shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular Wire Center or NXX

code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting Level 3 connects to the Embarq LTD network.

- 47.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to Level 3 with identification of what specifically is not valid.
- 47.5. Embarq may provide the requested Loop Make-Up Information to Level 3 in whatever manner Embarq would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, Level 3 must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 47.6. If Level 3 does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, Level 3 agrees that:
 - 47.6.1. Level 3 will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 47.6.2. If Embarq undertakes Loop Make-Up Information activity to determine the reason for such failure, Level 3 will be charged a Loop Make-Up Information Charge; and
 - 47.6.3. If Embarq undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, Level 3 will pay applicable conditioning charges as set forth in Table One pursuant to Section 53.3 of this Agreement.

48. LOCAL CIRCUIT SWITCHING

- 48.1. DS0 Capacity (i.e. mass market)
 - 48.1.1. Embarq is not required to provide access to local circuit switching on an unbundled basis to Level 3 for the purpose of serving end-user customers using DS0 capacity loops.
 - 48.1.2. Level 3 shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Level 3 must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period.
 - 48.1.3. Notwithstanding the above section, for a 12-month period from March 11, 2005, Embarq shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis

for Level 3 to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. Level 3 will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. Level 3 may not obtain new local circuit switching as an unbundled network element.

- 48.2. Elements related to the local circuit switching element will be made available on an unbundled basis to Level 3 to the extent that Level 3 is entitled to unbundled local circuit switching as set forth above.

48.2.1. Embarq will provide Level 3 with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Embarq is required to provide unbundled local circuit switching as set forth above.

- 48.3. Embarq is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

- 48.4. Embarq is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

49. DEDICATED TRANSPORT

- 49.1. Embarq shall provide Level 3 with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Embarq's Wire Centers or switches and another of Embarq's Wire Centers or switches. A route between two points (*e.g.*, Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (*e.g.*, Wire Center or switch "X"). Transmission paths between identical end points (*e.g.*, Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

49.1.1. Embarq is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of incumbent LEC Wire Centers (*i.e.* entrance facilities). Further, Embarq is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

- 49.2. Dedicated DS1 transport shall be made available to Level 3 on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

49.2.1. Embarq shall unbundle DS1 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in

Part A, both Wire Centers defining the route are Tier 1 Wire Centers. As such, Embarq will unbundle DS1 transport if a Wire Center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 Wire Center.

49.2.2. Level 3 may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis. If Level 3 has more than ten DS1 dedicated transport circuits on a single route Level 3 will transition any DS1 dedicated transport circuits on a route in excess of ten to another service within 90 days.

49.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that Level 3 leases from Embarq as of that date, but which Embarq is not obligated to unbundle pursuant to Sections 49.2.1 and 49.2.2, shall be available for lease from Embarq at the rates on Table One. Level 3 will true-up the rates paid for DS1 dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled DS1 transport pursuant Sections 49.2.1 and 49.2.2, Level 3 may not obtain new DS1 transport as unbundled network elements as of March 11, 2005. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.2.4. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice. Any DS1 Dedicated Transport leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.

49.2.4.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.3. Dedicated DS3 transport shall be made available to Level 3 on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

49.3.1. Embarq shall unbundle DS3 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, Embarq will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

- 49.3.2. Level 3 obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis. If Level 3 has more than twelve DS3 dedicated transport circuits on a route Level 3 will transition any DS3 dedicated transport circuits on a route in excess of twelve to another service within 90 days.
- 49.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that Level 3 leases from Embarq as of that date, but which Embarq is not obligated to unbundle pursuant to sections 49.3.1 and 49.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. Level 3 will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled DS3 transport pursuant to sections 49.3.1 and 49.3.2, Level 3 may not obtain new DS3 transport as unbundled network elements. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.
- 49.3.4. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice. Any DS3 Dedicated Transport leased from Embarq on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.
- 49.3.4.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.4. Technical Requirements for DS1 and DS3 Dedicated Transport

- 49.4.1. Where technologically feasible and available, Embarq shall offer Dedicated Transport consistent with the underlying technology as follows:
- 49.4.1.1. When Embarq provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to Level 3 designated traffic.
- 49.4.1.2. Where Embarq has technology available, Embarq shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONEt (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

49.5. Dedicated Dark Fiber Transport

49.5.1. General Rules and Definition

49.5.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

49.5.1.2. Embarq will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

49.5.1.2.1. Embarq shall unbundle dark fiber transport between any pair of Embarq Wire Centers except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. Embarq will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

49.5.1.2.2. Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that Level 3 leases from Embarq, where Embarq is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. Level 3 will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Embarq is not required to provide unbundled dark fiber transport, Level 3 may not obtain new dark fiber transport as a UNE.

49.5.1.2.3. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. By March 10, 2006, Level 3 must have transitioned the UNEs to alternative facilities or arrangements.

49.5.1.3. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide Level 3 notice in accordance with the notice provisions of this Agreement. Level 3 shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice. Any Dark Fiber Dedicated Transport leased from Embarq on the date of the notice shall be available for a 18-month period at a rate equal that is 115% of rate Level 3 paid on the date of the notice.

49.5.1.3.1. Level 3 must submit the necessary orders to convert these UNEs to an alternative service arrangement

within eighteen months of the above notice date.
By the end of the twelve month period, Level 3
must have transitioned the UNEs to alternative
facilities or arrangements.

49.5.2. Fiber Availability

- 49.5.2.1. Spare fibers in a sheath are not considered available if Embarq has plans to put the fiber in use within the current year or the following year.
- 49.5.2.2. Embarq will also maintain fibers to facilitate maintenance, rearrangements and changes. Embarq will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 49.5.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

49.5.3. Interconnection Arrangements

- 49.5.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by Level 3 to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 49.5.3.2. The CLEC that requests Dark Fiber must be able to connect to the Embarq fiber by means of fiber patch panel.
- 49.5.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Embarq will purchase and install intraoffice cabling at Level 3's expense. Embarq's obligations are not subject to unbundling requirements and Level 3s purchase order will not be submitted under this Agreement.
- 49.5.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of Level 3.

49.5.4. Dark Fiber Application and Ordering Procedure

- 49.5.4.1. Level 3 will submit a Dark Fiber Application (DFA) and application fee to request that Embarq determine the availability of Dark Fiber between Level 3-specified locations. See Table One for application fee amount.
- 49.5.4.2. Within twenty (20) business days of receipt of DFA, Embarq will provide Level 3 with a response regarding fiber availability and price.
 - 49.5.4.2.1. If Dark Fiber is not available, Embarq will notify Level 3 of the DFA rejection.

49.5.4.2.2. Level 3 will follow the Dispute Resolution Process outlined in Part B of this Agreement if Level 3 wishes to contest the rejection.

49.5.4.3. If Dark Fiber is available, Level 3 will notify Embarq of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Embarq will reserve the requested Dark Fiber for Level 3 during these ten (10) business days. If, however, Level 3 does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.

49.5.4.4. After ten (10) business days of receipt of the price quote, if Level 3 has not accepted, Level 3 must submit another DFA and application fee.

49.5.4.5. Level 3 will submit a firm order for Dark Fiber via an access service request (ASR).

49.5.4.6. By submitting the Dark Fiber firm order, Level 3 agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges. Level 3 may dispute the price quote pursuant to the dispute resolution provisions of this Agreement.

49.5.4.7. Due Date. Embarq will provision Dark Fiber twenty (20) Business Days after it receives firm order from Level 3. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Embarq will allow Level 3 to extend due date for firm order completion up to sixty (60) business days from the date Embarq receives firm order from Level 3. This extended due date must be specified on the firm order.

49.5.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

49.5.4.7.1.1. Level 3 disputes the price quote under the dispute resolution provisions of this Agreement;

49.5.4.7.1.2. Level 3 cancels firm order before the established due date. If this occurs, Level 3 agrees to reimburse Embarq for all costs incurred to date; or

- 49.5.4.7.1.3. a third party submits firm order for same Dark Fiber. If this occurs, Level 3 must begin compensating Embarq for monthly recurring and non-recurring charges in order to reserve fiber, once Embarq is able to provide Dark Fiber to Level 3.

49.5.5. Maintenance and Testing

- 49.5.5.1. Embarq is only responsible for maintaining the facilities that it owns.
- 49.5.5.2. Embarq will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 49.5.5.3. For meet point arrangements, Embarq will conduct cooperative testing with another carrier at Level 3's request. Level 3 will compensate Embarq for the costs of the cooperative testing.
- 49.5.5.4. Embarq does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 49.5.5.5. Embarq is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the Level 3 requirements.

49.5.6. Rules for Take Back

- 49.5.6.1. Embarq reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 49.5.6.2. Embarq will provide Level 3 twelve (12) months written notice prior to taking back fiber.
- 49.5.6.3. If multiple Level 3s have leased fiber within a single sheath, Embarq will take back the fiber that was the last to be leased.
- 49.5.6.4. Embarq will provide the Level 3 with alternative transport arrangements when Embarq takes back working fiber.
- 49.5.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if Level 3 wishes to contest Embarq's decision to take back its leased fiber.

50. COMMINGLING

- 50.1. For the purpose of this section, wholesale services includes both services Level 3 procures for resale pursuant to 251(c)(4) and exchange access service purchased from Embarq's access tariffs.
- 50.2. Level 3 may Commingle an unbundled network element or combination of UNEs

with wholesale services purchased from Embarq, subject to section 52.4.4. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq subject to section 41. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Embarq will not ratchet price individual components; that is, Embarq will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement.

51. LINE SPLITTING

51.1. Line Splitting

- 51.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.
- 51.1.2. Whenever Level 3 purchases the unbundled loop, Level 3 shall control the entire loop spectrum.
- 51.1.3. Embarq shall institute procedures to allow Level 3 or another carrier to order HFS data capabilities on a UNE loop.
- 51.2. When either Level 3 or the other carrier orders Line Splitting using Level 3's OCN, Level 3 will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Embarq will bill the other carrier for the Line Splitting charges.

52. UNE COMBINATIONS

- 52.1. Level 3 may order UNEs either individually or in the combinations, including EELs as specifically set forth in this Section of the Agreement.
- 52.2. General Terms and Conditions
 - 52.2.1. Embarq will allow Level 3 to order each UNE individually in order to permit Level 3 to combine UNEs with other UNEs obtained from Embarq as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network

elements or to interconnect with Embarq's network. Level 3 will compensate Embarq the costs of work performed to combine the requested UNEs.

52.2.2. Level 3 may Commingle an unbundled network element or combination of UNEs with access services purchased from Embarq. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq. Level 3 will compensate Embarq the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges. Embarq will not ratchet price individual components; that is, Embarq will not reflect a combination of UNE and access rates for the same component. Access service rates will be per the appropriate tariff. Embarq will provide Level 3 access to EEL as provided in this Agreement. Any request by Level 3 for Embarq to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 41 and made available to Level 3 upon implementation by Embarq of the necessary operational modifications.

52.2.3. The provisioning of EEL combinations is limited to existing facilities and Embarq is not obligated to construct additional facilities to accommodate any request by Level 3.

52.3. Specific Combinations and Pricing

52.3.1. In order to facilitate the provisioning of EELs, Embarq shall support the ordering and provisioning of this specific combination as set forth below.

52.4. Embarq Offers the Following Combinations of Network Elements

52.4.1. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

52.4.1.1. Embarq will continue to provide existing combinations of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Embarq is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, to the extent Embarq is required to provide unbundled local switching as set forth in Section 48 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge until March 10, 2006. Embarq will

also bill Level 3 for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

- 52.4.1.2. Until such time as Embarq can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to Level 3 at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Embarq will convert from billing Level 3 based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.
- 52.4.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
- 52.4.1.4. Embarq will provide originating and terminating access records to Level 3 for access usage over UNE-P. Level 3 will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Embarq will bill Level 3 at the rate set forth in Table 1 for these records.
- 52.4.1.5. Embarq will provide Level 3 toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 41 of this Agreement. Embarq will bill Level 3 at the rate set forth in Table 1 for these records.
- 52.4.2. EELs are the combination of the NID, Loop, and Dedicated Transport network elements together with any facilities, equipment, or functions necessary to combine those network elements. Level 3 may also order commingled EELs.
 - 52.4.2.1. Embarq will offer the combination of unbundled loops and unbundled Dedicated Transport, where Embarq is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Embarq will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for Level 3's provision of circuit switched telephone exchange service to Level 3's

end users. If Level 3 orders a Loop commingled with wholesale services, Level 3 will pay the applicable rates for the Loop out of Table One and the applicable rates for the wholesale services.

52.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

52.4.3. In order to obtain the EEL combinations below, a requesting Level 3 must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, Level 3 must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. Level 3 must continue to be in compliance with the service eligibility criteria for as long as Level 3 continues to receive the services in this section. Embarq will offer the following EEL Combinations:

- 52.4.3.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.
- 52.4.3.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.
- 52.4.3.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
- 52.4.3.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.
- 52.4.3.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
- 52.4.3.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.
- 52.4.3.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.
- 52.4.3.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
- 52.4.3.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

52.4.4. EEL Eligibility Criteria

- 52.4.4.1. Level 3 must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, Level 3 must have complied with registration, tariffing, filing fee, or other regulatory

requirements applicable to the provision of local voice service in the area served;

52.4.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

52.4.4.2.1. Each circuit to be provided to each Level 3 customer must be assigned one local number prior to the provision of service over the circuit;

52.4.4.2.2. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

52.4.4.2.3. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;

52.4.4.2.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements in accordance with FCC C.F.R. Section 51.318(c):

52.4.4.2.4.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Embarq's premises within the same LATA as the Level 3's customer's premises, when Embarq is not the collocater; or

52.4.4.2.4.2. a collocation located at a third party's premises within the same LATA as the Level 3's customer's premises, when Embarq is the collocater.

52.4.4.2.5. For each 24 DS1 EELs or other facilities having equivalent capacity, Level 3 must maintain at least one active DS1 local service interconnection trunk and Level 3 is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where Level 3 does not establish an interconnection arrangement with Embarq for the meaningful exchange of Local Traffic that flows in both directions, such

interconnection arrangement shall not satisfy this criteria for EELs in this section, and

52.4.4.2.6. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

52.4.4.3. Embarq has the right, upon thirty (30) Days notice, to audit Level 3's compliance with the service eligibility criteria defined by the FCC and as set forth above. Embarq will hire and pay for an independent auditor to perform the audit in accordance with the specific guidelines for EEL audits in the FCC's TRO Order. Level 3 will reimburse Embarq if the audit report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria. Embarq may request one audit in a calendar year. In the instance of non-compliance, Level 3 shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Embarq's audit rights in Part B of this Agreement.

53. MODIFICATIONS TO EMBARQ'S EXISTING NETWORK

53.1. Modifications to Unbundled Loop

53.1.1. A Routing Network Modification ("RNM") is an activity that Embarq regularly undertakes for its own customers which does not include the construction of new wires; (i.e. installation of new aerial or buried cable). Embarq will make routine network modifications to unbundled loop facilities used by Level 3 where the requested loop facility has already been constructed. Embarq will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Level 3 will compensate Embarq for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Embarq will provide a price quote via the ICB process and in accordance with the FCC's pricing rules.

53.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and

attaching electronic and other equipment that Embarq ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for Level 3.

- 53.1.1.2. Embarq is not obligated to build Time Division Multiplex ("TDM") capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

53.2. Modifications to Dedicated Transport

- 53.2.1. Embarq will make routine network modifications to unbundled dedicated transport facilities used by Level 3 where the requested Dedicated Transport facilities have already been constructed. Embarq will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Level 3 will compensate Embarq for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Embarq will provide routine network modifications at the rates on Table One or Embarq will provide a price quote vis the ICB process and in accordance with the FCC's pricing rules.

- 53.2.1.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable Level 3 to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for Level 3.

53.3. Loop Conditioning

53.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Embarq will condition loops at Level 3's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Embarq recommends that Level 3 utilize the Loop Make-Up process in Section 47 prior to submitting orders for loops intended for advanced services.

PART F - INTERCONNECTION

54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 54.1. Based upon the exchange of traffic between Level 3 and Embarq and Embarq's local operating company affiliates, the characteristics of the traffic, the types of traffic, the volumes of traffic exchanged between the parties, and the cost to provide service to Level 3 the following interconnection and compensation arrangement shall apply.
- 54.2. The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, VoIP and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
 - 54.2.1. Initially the Parties shall make available to each other two-way trunks (one-way directionalized) for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic and non-equal access IntraLATA toll traffic.
 - 54.2.2 Initially separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.
 - 54.2.3 In October 2006 the Parties will establish trunks in limited locations that are mutually agreed to by the Parties, for the purpose of testing the ability of Level 3 to transmit and Embarq to bill combined Local Traffic, ISP-Bound Traffic, VOIP traffic, intraLATA Traffic and interLATA Traffic over the interconnection trunks for termination to Embarq and Embarq to transmit to Level 3 Local Traffic and ISP-Bound Traffic for termination by Level 3 ("Multi-Jurisdictional Trunking").
 - 54.2.4 After the testing referenced in the foregoing Section 54.2.3 is completed to both Parties satisfaction, such representation of satisfaction not to be unreasonably withheld, it is the Parties' mutual goal to implement Multi-Jurisdictional Trunking interconnection arrangements in limited locations that are mutually agreed to by the Parties and where the Parties have tandem interconnections, for the exchange of combined Local Traffic and ISP-Bound, VOIP, interLATA and intra LATA traffic.

54.2.5 Where Embarq is a 911 provider, separate trunks will be utilized for connecting Level 3's switch to each 911/E911 tandem.

54.3 Direct Interconnection.

54.3.1 Points of Interconnection. Level 3 must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. In addition, the Parties agree to establish additional POIs under the following circumstances:

- 54.3.1.1 Level may utilize DS1, DS3 or optical level interconnection facilities as agreed to by the Parties.
- 54.3.1.2 The Parties agree that Level 3 will maintain the existing POIs listed in Exhibit X as of the date of this Agreement. Any existing POIs not listed in Appendix X as of the date of this Agreement are to be included upon mutual agreement between Embarq and Level 3.
- 54.3.1.3 Level 3 agrees to establish a POI at any Embarq tandem not listed in Exhibit X.
- 54.3.1.4 At any Embarq end office where the traffic exceeds a DS3s worth of traffic for three consecutive months Level 3 will establish a POI within 90 days, with the exception of the end offices listed in exhibit Y.
- 54.3.1.5 Level 3 agrees to work together with Embarq to establish additional POIs at the end offices listed in Exhibit Z according to a mutually agreed upon schedule.
- 54.3.1.6 Embarq agrees it will be responsible for the transport of traffic between the end offices listed in Exhibit W as pf the date of this Agreement and Level 3 POIs.
- 54.3.1.7 Level 3 will be responsible, including financial responsibility for engineering and maintaining its network on its side of the POI. Embarq will be responsible, including financial responsibility for engineering and maintaining its network on its side of the POI. Embarq reserves the right to provide its own transport to Level 3's network for the delivery of Embarq originated traffic as provided for herein
- 54.3.1.8 Each Party is financially responsible for the transport of traffic on its side of the POI. If Level 3 chooses to lease the facility from the POI to Level 3's network from Embarq and the facility is within Embarq's serving territory, Level 3 will lease the facility from Embarq's access tariff. The rates, terms and conditions associated with the tariff service Level 3 orders will apply.

- 54.3.1.9 When the Parties choose to interconnect at a mid-span meet, Level 3 and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other party for any portion of those facilities.
- 54.3.1.10 If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, facilities are leased from Embarq or if Level 3 self-provisions the facilities used for interconnection, the POI will be defined as the Embarq office in which the third party's leased circuit terminates.

54.3.2 Trunking Requirements

- 54.3.2.1 Direct End Office trunks terminate traffic from a Level 3 switch to an Embarq End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group when actual or projected End Office traffic requires twenty-four (24) or more Interconnection Trunks in a Trunk Group for Embarq End Offices that subtend an Embarq Tandem. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 54.3.2.2 Where Level 3 will be required to establish direct end office trunks to an Embarq end office according to 54.3.1 Level 3 will not be charged for these trunks until traffic volumes exceed a DS3 over a consecutive three month period, at which point an additional POI will be required, subject to 54.3.1
- 54.3.2.3 Level may utilize DS1, DS3 or optical level direct end office trunks as agreed to by the Parties.

54.4 Technical Requirements for Interconnection

54.4.1 Interconnection at the Embarq Tandem

- 54.4.1.1 Interconnection to Embarq Tandem Switch(es) will provide Level 3 interconnection for service purposes to the Embarq end offices and NXXs which subtend that tandem(s), where interconnection trunking is provided, access to the toll network, and tandem switching for transit purposes.
- 54.4.1.2 Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- 54.4.1.3 Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide Level 3 access to Embarq's end offices.

54.4.2 Interconnection at the Embarq End Office

- 54.4.2.1 Interconnection to Embarq End Office Switch will provide Level 3 local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.

55 INTERCARRIER COMPENSATION

- 55.1 Local Traffic and ISP-Bound Traffic exchanged by the Parties shall be compensated at \$.0004 per minute use. ISP-Bound Traffic includes ISP-Bound traffic provisioned using virtual NXXs.
- 55.2 Compensation for the termination of intraLATA and interLATA toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with Embarq's tariffs, FCC and Commission Rules and Regulations, and consistent with the provisions of Part F of this Agreement. Level 3 must have a unique CIC for each type of service order. Specifically, Level 3 must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic. Where Level 3 interconnects with Embarq using Multi-jurisdictional Trunking, Level 3 may submit orders using the CIC applicable for local exchange traffic.
- 55.3 After the Parties implement interconnection arrangements for the exchange of Local Traffic, ISP-Bound Traffic, interLATA traffic and intraLATA traffic over the same interconnection trunks, Level 3 may also send VOIP Traffic over those trunks. Level 3 will compensate Embarq for all traffic missing information necessary for rating a call at a rate calculated consistent with, and in proportion to, the characteristics of the total

traffic terminated to Embarq over the interconnection facilities. Except as provided in 58.2, and where the Parties have a tandem interconnection arrangement using Multi-jurisdictional Trunking: 1) Level 3 will not send VOIP Traffic, as defined below, directly or indirectly, to any other carrier for termination to Embarq; 2) Level 3 will send all traffic terminated to Embarq end-users over the direct interconnection arrangement; and 3) Level 3 will not send any traffic to any other carrier for termination to Embarq. For traffic that originates in one rate center and terminates to a routing point in a rate center that is not geographically local to the calling party however the called NXX is local to the calling party, such traffic shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers.

- 55.4 To the extent technically feasible, Level 3 will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601). Calls without information necessary for rating the call will be compensated as specified in 55.3.
- 55.5 Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties.. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.
- 55.6 Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from Embarq or Level 3 internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement.
- 55.7 The rates, terms and conditions of this section apply as long as the volume of ISP-bound traffic originated by Embarq end-users, and its affiliates and terminated to Level 3 exceeds 900,000,000 minutes. If this traffic is less than 900,000,000 minutes for three consecutive months, Embarq may request renegotiation of this Agreement, including compensation and the interconnection arrangement. Level 3 will negotiate in good faith to modify this section consistent with Embarq's then current standard rates, terms and conditions for interconnection and intercarrier compensation. The amendment will be effective no later than 90 days after the date of the notice even if the Parties execute the amendment more than 90 days after the date of the notice.

- 55.8 A call dialed on a non-local basis (e.g., a PIC'd or 1+toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent ISP-Bound calls are not dialed locally, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating according to the terminating party's Exchange Access intrastate and/or interstate tariffs.
- 55.9 Embarq and Level 3 will identify the baseline Percent Local Usage (PLU) factor on each interconnection order and quarterly thereafter to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Embarq may request Level 3's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous quarter. Where the Parties have agreed to use Multi-Jurisdictional Trunking Level 3 will also identify the baseline Percent Interstate Usage (PIU) factor on each interconnection order and quarterly thereafter to identify its Interstate Toll Traffic, for access compensation purposes. Embarq may request Level 3's traffic study documentation of the PIU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous year. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement.
- 55.10 Voice IP-enabled traffic ("VOIP Traffic") is services and applications relying on the Internet Protocol family. Voice IP-enabled Traffic does not include traffic that meets the following criteria, such traffic will be rated, routed, and compensated consistent with the jurisdictional nature of the call:
- (1) the traffic uses ordinary customer premises equipment (CPE) with no enhanced functionality
 - (2) the traffic originates and terminates on the public switched telephone network (PSTN); and
 - (3) the traffic undergoes no net protocol conversion and provides no enhanced functionality to end users due to the provider's use of IP technology.

55.11 VOIP Traffic. The Parties agree as follows with respect to VOIP Traffic:

- 55.11.1 The Parties have been unable to agree as to the appropriate compensation for VOIP traffic. However, without prejudice to either Party's position concerning the application of reciprocal compensation, access charges or any other rate treatment for such VOIP traffic, the Parties agree that charges for such VOIP traffic shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order addressing the proper charges for VOIP traffic. Once the FCC issues an order addressing this issue, the Parties agree to amend this Agreement to comply with the FCC order on a prospective basis only, from the effective date thereof, and no "true-up" shall be required in connection with the FCC's order, unless such FCC VOIP order explicitly requires retroactive payments. Such interim

treatment has been formulated based upon numerous factors and considerations, including without limitation, current regulatory uncertainty, technological capabilities, the existence of various licit and illicit traffic routing practices within the industry, resource allocation issues, and other circumstances. Both Parties reserve the right to advocate any position with regard to the appropriate compensation for VOIP traffic before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such VOIP traffic, outside the context of this Agreement.

55.11.2 Subject to Section 55.11.1 above and Section 55.12 below, Level 3 shall: (i) identify and track all VOIP Traffic and (ii) pay at least the local intercarrier compensation rates or the interstate access rates to Sprint for VOIP Traffic that it delivers to Sprint. Level 3 shall utilize the NPA-NXX of the calling and called parties' numbers to determine which of the two compensation rates will be paid, provided however that any such traffic which does not include the necessary NPA-NXX will be compensated as provided in Section 55.3. In making such payments, no probative value is inferred as to the substance of either Party's position on the appropriate compensation due on VOIP Traffic. Subject to Section 55.11.3 and Section 55.12 below, Level 3 may dispute access or intercarrier compensation charges billed by Sprint in excess of the rates referenced in this subparagraph.

55.11.3 On or before the 15th day of each month, Level 3 shall provide Embarq with a detailed calculation of the difference between the amounts Level 3 paid to Embarq during the preceding month for terminating VOIP Traffic in accordance with Section 55.11.2 and the amount that Level 3 would have paid had such VOIP traffic been rated according to Embarq's switched access tariffs based upon originating and terminating NPA-NXX (hereinafter such difference shall be referred to as the "Delta"). At such time as the total amount of such monthly Delta calculations, in the aggregate, exceeds \$500,000, the Parties will negotiate a resolution of the Delta for a period not to exceed eleven (11) business days. If the Parties are unable to reach resolution, Level 3 shall pay the Delta into an interest bearing escrow account with an independent custodian, subject to release only upon the mutual written authorization by both Parties.

55.12 Misidentified Traffic.

55.12.1 If Embarq determines in good faith in any month that 2% or more of the traffic originated by Level 3 and/or its customers is classified by Level 3 or its customers (i) as VOIP Traffic, or (ii) as traffic subject to compensation in accordance with Section 55.1, when in reality the traffic is subject to Embarq's state or federal switched access tariff, the Parties agree as follows:

55.12.1.1 Embarq will provide sufficient call detail records or other

information (including the reasons that Embarq believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic Embarq has determined is misidentified;

55.12.1.2 Level 3 shall correct the classification for such traffic and shall (a) pay to Embarq the Delta for VOIP traffic previously terminated and billed in accordance with Section 55.11.2, and (b) pay the appropriate tariffed switched access rates for all misclassified traffic and any Level 3 traffic that has been terminated but not yet billed.

55.12.2 If more than 2% of the total traffic exchanged by Level 3 with Embarq has been misclassified, there is a presumption that the misclassification is intentional, rebuttable by Level 3. In such event, Level 3 will pay Embarq twice the rate of the switched access applicable to such misclassified traffic terminated by Embarq.

55.12.3 If Embarq determines that any traffic terminated to Embarq by Level 3 that is not originated by Level 3 or its customers is classified as (i) VOIP traffic when that traffic is not VOIP traffic (e.g. it is PSTN-IP-PSTN traffic) or (ii) traffic subject to compensation in accordance with Section 55.1, when in reality the traffic is subject to Embarq's intrastate or interstate switched access tariffs, then the Parties agree as follows:

55.12.3.1 Embarq will provide sufficient call detail records or other information (including the reasons that Embarq believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic Embarq has determined is misidentified;

55.12.3.2 Level 3 will provide a written response to Embarq within ten (10) business days;

55.12.3.3 Level 3 will take such actions as appropriate and lawful to correct the misclassification.

55.12.3.4 Level 3 shall pay Embarq the applicable switched access rates for all such misclassified traffic; or provide information and affirmative assistance requested by Embarq in its effort to recover the appropriate compensation for the misclassified traffic

55.12.3.5 The Parties will cooperate in the investigation and recovery of the appropriate compensation for the misclassified traffic from the appropriate party.

- 56.1 Embarq will offer interconnection to its signaling transfer points (STPs) for Level 3 switches which connect to Embarq's STPs via "A" links or for Level 3's "B" or "D" links which are dedicated to the transport of signaling for local interconnection.
- 56.2 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 56.3 Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, Level 3 will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 56.4 Where Level 3 is unwilling to utilize an alternate interconnection protocol, Level 3 will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Level 3 and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, Level 3, or Embarq internal customer demand for 64K CCC trunks.

56.5 Signaling Systems

56.5.1 Signaling Link Transport

56.5.1.1 Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between Level 3-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at an Embarq STP site.

56.5.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

56.5.2 Signaling Transfer Points (STPs)

56.5.2.1 STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

56.6 Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Embarq SS7 network. These functions include:

56.6.1 Embarq local switching or Tandem Switching;

56.6.2 Embarq Service Control Points (SCPs)/Databases if arranged for under separate agreements;

56.6.3 Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

56.6.4 Third party provider STPs subject to any additional conditions or terms of the Third Party.

56.7 Interface Requirements. Embarq shall provide the following STP options to connect Level 3 or Level 3-designated local switching systems or STPs to the Embarq SS7 network:

56.7.1 An A-link interface from Level 3 local switching systems; and

56.7.2 B- or D-link interface from Level 3 STPs.

56.7.3 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

56.7.3.1 An A-link layer shall consist of two links,

56.7.3.2 A B- or D-link layer shall consist of four links,

56.8 Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Embarq STP is located. Interface to Embarq's STP shall be the 56kb rate and can be part of a larger facility, and Level 3 shall pay multiplexing/demultiplexing and channel

termination, plus mileage of any leased facility.

57 TRUNK FORECASTING

- 57.1 Level 3 shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Embarq shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by Level 3 to Embarq twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
 - 57.1.1 Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
 - 57.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 57.1.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by Level 3 that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 57.1.4 Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 57.2 Level 3 shall provide an updated trunk forecast when ordering or requesting additional trunks from Embarq anytime after the initial trunk implementation.
- 57.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 57.4 Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by Level 3 and Embarq.
- 57.5 The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the

following:

- 57.5.1 In the event that Level 3 over-forecasts its new trunking requirements by twenty percent (20%) or more, and Embarq acts upon this forecast to its detriment, Embarq may recoup any actual and reasonable expense it incurs.
- 57.5.2 The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Embarq.
- 57.5.3 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 57.6 Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a Level 3 end office and an Embarq access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 57.7 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

58 NETWORK MANAGEMENT

- 58.1 Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Level 3 and Embarq will immediately notify each other of any protective control action planned or executed.
- 58.2 Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns including reroutes for outages and overflows. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 58.3 Mass Calling. Level 3 and Embarq shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

59 USAGE MEASUREMENT

- 59.1 Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 59.2 Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 59.3 Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

60 TRANSIT TRAFFIC

- 60.1 Transit Traffic means the delivery of Local Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. This section shall not apply to non-Local Traffic. Sprint will provide transport and any necessary switching for non-Local Traffic in accordance with Sprint's access tariffs. Sprint will provide transport and any necessary switching for MCA (Metropolitan Calling Area) traffic in accordance with Commission rules and orders
- 60.2 To the extent network intercarrier compensation arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for Level 3's connection of its end user to a local end user of: (1) Level 3s, (2) an ILEC other than Embarq, (3) IXC's, and (4) other CMRS carriers.
- 60.3 Transit Traffic means the delivery of traffic by Level 3 or Embarq originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the interconnection trunks.
- 60.4 Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by Level 3 or Embarq originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.
- 60.5 Terms and Conditions

- 60.5.1 Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.
- 60.5.2 Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any transit traffic from the originating Party except as provided for in Section 60.5.3. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 60.5.3 If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party to the extent that the transiting Party is capable of providing the record
- 60.5.4 Notwithstanding any other provision to the contrary, once the Transit Traffic volume between Level 3 and a third Party exceeds a DS1 equivalent of traffic (a DS1 equivalent of traffic means 216,000 per month minutes) for a period of three consecutive months, Level 3 will use reasonable, good faith efforts to establish a direct interconnection with the third party for the exchange of such traffic. After sixty (60) days, if Level 3 has not established a direct interconnection and if Level 3 is exercising reasonable, good faith efforts to implement a direct connection with such third party, Embarq shall continue to transit the traffic. If Embarq disagrees that Level 3 is using reasonable, good faith efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.

60.6 Payment Terms and Conditions

- 60.6.1 In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Table One.
 - 60.6.1.1 Level 3 shall pay a transit rate as set forth in Table One of this Part when Level 3 uses an Embarq access tandem to terminate traffic to a third party Carrier. Embarq shall pay Level 3 a transit rate equal to the Embarq rate referenced above when Embarq uses a Level 3 switch to terminate a call to a third party Carrier.

60.7 Billing Records and Exchange of Data

- 60.7.1 Parties will use reasonable, good faith efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators to the

extent technically feasible, including originating telephone number, local routing number and CIC.

- 60.7.2 Upon request by the terminating Party and to the extent possible, the transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLECS or CMRS provider. To the extent Embarq incurs additional cost in providing this billing information, Level 3 agrees to reimburse Embarq for its direct costs of providing this information.
- 60.7.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

61 INDIRECT TRAFFIC INTERCONNECTION

- 61.1 The Parties may send each other Indirect Traffic.
 - 61.1.1 For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.
 - 61.1.2 Indirect interconnection with Embarq shall only be allowed to the extent Level 3 is interconnected at the tandem switch which Embarq's end office subtends.
 - 61.1.3 Interconnection to Level 3 will provide Embarq with access to Level 3's end-users and to other companies which are likewise connected to Level 3 for local and toll service purposes.
- 61.2 For end offices that subtend another ILEC's tandem and exceed a DSI's worth of traffic for 3 consecutive months, Level 3 will be responsible for establishing a POI where Embarq does not have capacity on existing Embarq trunking facilities (owned and operated by Embarq's local division and there is no forecasted limitation of the availability of those existing facilities).
 - 61.2.1 Each Party acknowledges that it is originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
 - 61.2.2 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating

Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party.

- 61.2.3 It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company

61.3 Compensation for Indirect Traffic

61.3.1 Non-Local and Non-ISP-Bound Indirect Traffic

- 61.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

- 61.3.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

- 61.3.2 Local Traffic and ISP-Bound Traffic. The rates for Local Traffic and ISP-Bound Traffic will be .0004 as set forth in 55.1.

62 RESPONSIBILITIES OF THE PARTIES

- 62.1 Embarq and Level 3 will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 62.2 Level 3 and Embarq shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 62.3 Level 3 and Embarq shall:
 - 62.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 62.3.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 62.3.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are

installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

- 62.3.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 62.3.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 62.3.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 62.3.7 Provide to each other test-line numbers and access to test lines.
- 62.3.8 Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G - LOCAL NUMBER PORTABILITY

63 INTRODUCTION

63.1 Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:

63.1.1 End users must be able to change local service providers and retain the same telephone number(s) within the serving Wire Center utilizing the portability method in effect within the porting MSA, as offered by the porting LEC within the area of portability as defined by the FCC or Commission.

63.1.2 The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

63.1.3 Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.

63.1.4 When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user only in states where appropriate charges from Embarq tariffs are executed for reserved numbers.

63.1.5 NXX Availability. Not all NXXs in each CO may be available for porting.

63.1.6 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to Level 3 through the LERG.

63.1.7 Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.

63.1.8 Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal

regulatory requirements developed for mass calling numbers.

64 TESTING

- 64.1 An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2 Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.
- 64.3 Level 3 must be NPAC certified and have met Embarq testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at Level 3's expense.
- 64.4 Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5 Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the Level 3 or Embarq network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65 ENGINEERING AND MAINTENANCE

- 65.1 Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 65.2 It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 65.3 Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66 E911/911

- 66.1 When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.

- 66.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

67 BILLING FOR PORTED NUMBERS

- 67.1 When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.
- 67.2 Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of customers whose service has been suspended.

PART I – CALL RELATED DATABASES

68 CALL-RELATED DATABASES

- 68.1 Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.
- 68.1.1 The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by Level 3 and Level 3's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. Level 3 will not capture, cache, or store any information contained in a CNAM response.
- 68.1.2 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from Level 3's switch. Use of Embarq's Toll Free Database by Level 3 and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
- 68.1.3 Local Number Portability Local Routing Query Service. TCAP messages originated by Level 3's SSPs and received by Embarq's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to Level 3 so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
- 68.1.4 Level 3 agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar or an agreement with a third party and the third party has an agreement with Neustar that allows Level 3 to access the database. Level 3 will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Embarq database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement.
- 68.1.4.1 Should Embarq become aware that Level 3 has failed to obtain or maintain the User Agreement, Embarq will notify Level 3 of the breach and, if Level 3 has not cured the breach within 30 days, Embarq will discontinue processing new LNP service orders until Level 3 obtains a valid NPAC/SMS User Agreement.

68.1.4.2 Embarq's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against Level 3 as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Embarq shall have no liability to Level 3 or the NPAC for any of these fees or charges applicable to Level 3, even though it may pay such charges for other Embarq companies.

PART J - GENERAL BUSINESS REQUIREMENTS

69 PROCEDURES

69.1 Contact with End Users

69.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.

69.1.2 Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.

69.1.3 Embarq shall not use Level 3's request for end user information, order submission, or any other aspect of Level 3's processes or services to aid Embarq's marketing or sales efforts.

69.2 Expedite and Escalation Procedures

69.2.1 Embarq and Level 3 shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Embarq and Level 3 will establish intercompany contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after Level 3's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

69.2.2 No later than thirty (30) Days after Level 3's request Embarq shall provide Level 3 with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Embarq's unbundled Network Elements, features, functions, and resale services are inoperable.

69.3 Subscriber of Record. Embarq shall recognize Level 3 as the Subscriber of Record for all Network Elements or services for resale ordered by Level 3 and shall send all notices, invoices, and information which pertain to such ordered services directly to Level 3. Level 3 will provide Embarq with addresses to which Embarq shall send all such notices, invoices, and information.